

PANAKOS LAW, APC

Aaron D. Sadock (SBN 282131)
555 West Beech Street, Suite 500
San Diego, California 92101
Telephone: (619) 800-0529
Facsimile: (866) 365-4856

Attorneys for Michael J. Pratt

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

In re

MICHAEL J. PRATT,

Debtor.
United States Bankruptcy Court,
Southern District of California
Case No. 19-00271-LT13

JANE DOE NOS. 1-14, inclusive,
individuals;

Plaintiffs,

v.

GIRLSDOPORN.COM, a business
organization, form unknown; MICHAEL J.
PRATT, an individual; et al.,

Defendants.

LEAD CASE:
Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:
Case No. 37-2017-00043712-CU-FR-CTL
Case No. 37-2017-00033321-CU-FR-CTL

Case No. **'19CV0160 MMABLM**

NOTICE OF REMOVAL OF ACTION

////

////

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that Defendant Michael J. Pratt ("Defendant") hereby submits
3 this Notice of Removal pursuant to 28 U.S.C. §§ 1441 and 1452 and Federal Rule of Bankruptcy
4 Procedure 9027 and removes the action to the United States District Court for the Southern
5 District of California.

6 1. Michael J. Pratt, the debtor in the above-referenced bankruptcy case ("Debtor"),
7 filed a Voluntary Petition under Chapter 13 of Title 11, of the United States Code in the United
8 States Bankruptcy Court, Southern District of California on January 23, 2019, as Case No. 19-
9 00271-LT13.

10 2. On or about June 2, 2016, an action was commenced against Debtor in the
11 Superior Court of the State of California, County of San Diego, as Lead Case No. 37-2016-
12 00019027-CU-FR-CTL, Consolidated with Case No. 37-2017-00043712-CU-FR-CTL and Case
13 No. 37-2017-00033321-CU-FR-CTL, and entitled JANE DOE NOS. 1-14, Plaintiffs, v.
14 GIRLSDOPORN.COM; and MICHAEL J. PRATT, et al., Defendants (the "State Court Action").

15 3. The action described in the foregoing paragraph is a civil action of which this
16 Court has jurisdiction under the provisions of 28 U.S.C. § 1334(b). Michael J. Pratt, a defendant
17 in that action, is the Debtor in the above-referenced case under Title 11 of the United States Code.
18 In the State Court action, Plaintiffs seek a money judgment against Debtor and to collect any
19 judgment obtained therein, which relates to property of the estate and claims against the estate.
20 Because the State Court Action has been pending since 2016, the process and pleadings in that
21 case are voluminous. True and correct copies of all process and pleadings in the State Court
22 action will be filed upon request of this Court.

23 4. The action is one which may be removed to this Court pursuant to 28 U.S.C. §
24 1452. Upon removal, the action is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (B). If
25 referred to the Bankruptcy Court, all Defendants whom Plaintiffs have served with complaints
26 and summonses and not dismissed in the State Court Action consent to entry of final orders or
27
28

1 judgment by the Bankruptcy Court.

2 5. The other defendants in the State Court Action whom Plaintiffs have served with
3 complaints and summonses and not dismissed are: ANDRE GARCIA, an individual;
4 MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA
5 HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a
6 Nevada limited liability company; EG PUBLICATIONS, INC., a California corporation; M1M
7 MEDIA, LLC, a California limited liability company; BUBBLEGUM FILMS, INC., a business
8 organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA
9 HOLDINGS, LLC, a Nevada limited liability company.
10

11 6. Defendant will promptly file a copy of this Notice with the Clerk of the Superior
12 Court of California, County of San Diego – Central Division.

13 WHEREFORE, Defendant prays that the above State Court Action now pending in the
14 Superior Court of California, County of San Diego – Central Division, bearing Lead Case No. 37-
15 2016-00019027-CU-FR-CTL, Consolidated with Case No. 37-2017-00043712-CU-FR-CTL and
16 Case No. 37-2017-00033321-CU-FR-CTL entitled JANE DOE NOS. 1-14, Plaintiffs, v.
17 GIRLSDOPORN.COM; and MICHAEL J. PRATT, et al., Defendants, be removed to this Court,
18 and for such further relief as may be just and proper.
19
20

21 DATED: January 24, 2019

PANAKOS LAW, APC

22
23 By: 

24 Aaron D. Sadock
25 Attorneys for Michael J. Pratt
26
27
28

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jane Does Nos. 1-22

(b) County of Residence of First Listed Plaintiff n/a
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
John J. O'Brien, Esq.
THE O'BRIEN LAW FIRM, APLC
750 B. Street, Suite 3300

DEFENDANTS

GirlsDoporn.com, et al.

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Aaron D. Sadock
555 West Beech Street, Suite 500
San Diego CA 92101

'19CV0160 MMABLM**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input checked="" type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC Section 157

Brief description of cause:

Notice of Removal**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Hon. Joel R. Wohlfeil

DOCKET NUMBER 37-2016-19027-CU-FR-CTL

DATE

01/24/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Robert Hamparyan (State Bar No. 181934)
ROBERT HAMPARYAN, APC
275 W. Market Street
San Diego, CA 92101
t. 619.550.1355
e. robert@hamparyanlawfirm.com

John J. O'Brien (State Bar No. 253392)
THE O'BRIEN LAW FIRM, APLC
750 B Street, Suite 3300
San Diego, CA 92101
t. 619.535.5151
e. john@theobrienlawfirm.com

Brian M. Holm (State Bar No. 255691)
HOLM LAW GROUP, PC
12636 High Bluff Drive, Suite 400
San Diego, CA 92130
t. 858.707.5858
e. brian@holmlawgroup.com

Carrie Goldberg (via Pro Hac Vice)
C.A. GOLDBERG, PLLC
16 Court Street, Suite 2500
Brooklyn, NY 11241
t: 646.666.8908
e: carrie@cagoldberglaw.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JANE DOE NOS. 1 - 14, inclusive, individuals;

Plaintiffs,

v.

GIRLSDOPORN.COM, a business organization,
form unknown; MICHAEL J. PRATT, an
individual; ANDRE GARCIA, an individual;
MATTHEW WOLFE, an individual; BLL
MEDIA, INC., a California corporation; BLL
MEDIA HOLDINGS, LLC, a Nevada limited
liability company; DOMI PUBLICATIONS,
LLC, a Nevada limited liability company; EG
PUBLICATIONS, INC., a California
corporation; M1M MEDIA, LLC, a California
limited liability company; BUBBLEGUM

CASE NO.: 37-2016-00019027-CU-FR-CTL

SECOND AMENDED COMPLAINT

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. Misappropriation of Name & Likeness
[Common Law]
6. Misappropriation of Name & Likeness
[Civ. C. § 3344]
7. Intentional Infliction of Emotional Distress
8. Negligence
9. Breach of Contract

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/13/2017 at 04:51:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

FILMS, INC., a business organization, form unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; and ROES 1 - 550, inclusive,

Defendants.

10. Promissory Estoppel
11. Unlawful & Fraudulent Business Practices [Bus. & Prof. Code §17200]
12. Fraudulent Transfer

Plaintiffs JANE DOES NOS. 1 - 14, inclusive, individuals, (all plaintiffs collectively, "The Plaintiffs") bring this second amended complaint against defendants GIRLSDOPORN.COM, a business organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual; MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada limited liability company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC, a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; and ROES 1 - 550, inclusive (all defendants collectively, "The Defendants").

THE PARTIES

1. Plaintiff JANE DOE NO. 1 is an individual residing in San Diego County, California.
2. Plaintiff JANE DOE NO. 2 is an individual residing in San Diego County, California.
3. Plaintiff JANE DOE NO. 3 is an individual residing in Miami-Dade County, Florida.
4. Plaintiff JANE DOE NO. 4 is an individual residing in Monmouth County, New Jersey.
5. Plaintiff JANE DOE NO. 5 is an individual residing in Alachua County, Florida.
6. Plaintiff JANE DOE NO. 6 is an individual residing in St. Tammany Parish, Louisiana.
7. Plaintiff JANE DOE NO. 7 is an individual residing in Dallas County, Texas.
8. Plaintiff JANE DOE NO. 8 is an individual residing in San Diego County, California.
9. Plaintiff JANE DOE NO. 9 is an individual residing in Bexar County, Texas.
10. Plaintiff JANE DOE NO. 10 is an individual residing in Los Angeles County, California.
11. Plaintiff JANE DOE NO. 11 is an individual residing in Knox County, Tennessee.

12. Plaintiff JANE DOE NO. 12 is an individual residing in Charlotte County, Florida.

13. Plaintiff JANE DOE NO. 13 is an individual residing in Miami-Dade County, Florida.

14. Plaintiff JANE DOE NO. 14 is an individual residing in Alberta, Canada.

15. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of business in San Diego County, California.

16. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego County, California.

17. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

18. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

19. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in San Diego County, California.

20. M1M MEDIA, LLC is a California limited liability company with its principal place of business in San Diego County, California.

21. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information and belief, its “principal place of business” in Port Vila, Vanuatu.

22. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information and belief, its “principal place of business” in Port Vila, Vanuatu.

23. MERRO MEDIA, INC. is a California corporation with its principal place of business in San Diego County, California.

24. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

25. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC, BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO MEDIA HOLDINGS, LLC; and ROES 1 - 250 (“THE ENTITY DEFENDANTS”) are entities in the business of online pornography production, distribution, and sales. On information and belief, THE

1 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,
2 without limitation, www.girlsdoporn.com.

3 26. MICHAEL J. PRATT (“PRATT”) is an individual residing in San Diego County, California.
4 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,
5 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

6 27. ANDRE GARCIA (“GARCIA”) is an individual residing in San Diego County, California. On
7 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS
8 – as well as a participant and “actor” in their pornography.

9 28. MATTHEW WOLFE (“WOLFE”) is an individual residing in San Diego County, California.
10 On information and belief, he is a sales agent and representative for each of THE ENTITY
11 DEFENDANTS – as well as a videographer of their pornography.

12 29. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales
13 agents, representatives, videographers, and/or “actors” of THE ENTITY DEFENDANTS.

14 30. The Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued
15 herein as ROES 1 - 550, inclusive, and therefore sue these defendants by such fictitious names and
16 allege that ROES 1 - 550 are responsible in some manner for the occurrences herein alleged. The
17 Plaintiffs will amend this complaint to allege their true names, capacities, and/or liabilities when
18 ascertained.

19 31. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
20 contracting with The Plaintiffs, The Defendants were agents, servants, representatives, partners, joint
21 venturers, affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions
22 herein alleged. The Defendants were and are acting within the course and scope of their authority as
23 such agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or
24 employees and with the permission, authorization, consent, and ratification of each other.

25 32. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
26 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and
27 ROES 251 – 550 acted as alter egos of each other. In particular, they: (a) commingled their funds and
28 other assets, failed to segregate funds between them, and have without authorization diverted corporate

1 funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of
2 one other to themselves and third parties haphazardly and without authority; (d) held themselves out as
3 being personally liable for the debts of each other; (e) failed to maintain minutes and corporate records,
4 and confused of the records of the separate entities; (f) used the same business locations and employed
5 the same employees; (g) failed to adequately capitalize the entities; (h) used each other as a conduit for
6 a single venture of themselves; (i) failed to maintain arm's length relationships among themselves; and
7 (j) diverted assets without consideration from/to one another to the detriment of creditors, including
8 The Plaintiffs. Recognition of the privilege of separate existences between these defendants would
9 promote injustice, unfairness, and fraud. Any separateness is to be disregarded. As such, The
10 Defendants are jointly and severally liable in this action as alter egos.

11 **JURISDICTION AND VENUE**

12 33. This Court has jurisdiction over The Defendants as they are physically present in San Diego
13 County, California and/or because The Defendants committed the subject acts and omissions in San
14 Diego County, California.

15 34. Venue is proper as San Diego County is where The Defendants reside and have their principal
16 place of business, the subject contracts were entered into, and/or the obligations and liability arose.

17 **FACTUAL ALLEGATIONS**

18 **The Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography**

19 35. PRATT, GARCIA, WOLFE and the rest of The Defendants operate a San Diego-based
20 pornography business, which irreparably damages the lives of young women from San Diego and
21 across the country.

22 36. The Defendants collectively run pornography websites, the main website being
23 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than
24 the San Diego Padres website.

25 37. The young women appearing in The Defendants' amateur pornography come from good
26 families, have never appeared in pornography before, are often paying their way through school, and
27 are just beginning their careers and adulthood. So, there is only way The Defendants can convince
28 these women to have sex on film or produce other adult video material: The Defendants lie to them.

1 38. The Defendants advertise themselves across the country as a legitimate Southern California
2 modeling agency - on Craigslist and other websites, or even on sham websites they created, e.g.,
3 www.beginmodelling.com. The Defendants ask for the name, age, height, weight, state, city, email,
4 and phone number of each applicant, ask for photos, and, if The Defendants feel they have attracted a
5 proper target, reach out to the women by phone and/or email in order to feel the women out more.
6 Eventually, if a proper target, The Defendants offer the young women thousands of dollars for adult
7 film work.

8 39. When the young women ask The Defendants where they will distribute the video, The
9 Defendants assure them that they will not post the video online (or cause it to be so posted), they will
10 not distribute the video in the United States (or cause it to be so distributed), and they will keep each
11 woman anonymous. The Defendants represent the videos will be on DVDs overseas and for private
12 use. If needed for convincing, The Defendants provide a reference woman, who previously shot a
13 video (but, whose video is not yet released), to vouch for The Defendants and promise the same
14 security, limited distribution, and anonymity.

15 40. In their discussions with these young woman, The Defendants use aliases and mention nothing
16 about their website(s) where they plan to post the videos, or the websites on which they plan to
17 publically promote and advertise the videos. The Defendants also mention nothing about: (a) all of the
18 other young women whose lives they have irreparably damaged earlier by The Defendants' video
19 publication and promotion; (b) all of the other young women imploring them to stop and to take down
20 their videos; and (c) all of the complaints that they (and their legal counsel) have received from other
21 young women and their families.

22 41. After The Defendants lie to the young women, they book rooms (usually under PRATT'S
23 name) at upscale San Diego County hotels, most often at major high-end chains in downtown San
24 Diego (e.g., Hilton, Hyatt, Marriot). If the young women are not in Southern California, The
25 Defendants pay for their airfare to San Diego (again, usually using PRATT'S name / credit card).

26 42. Then, without hotel knowledge and consent, and, on information and belief, without any license
27 or permit whatsoever, The Defendants sneak videography equipment into the hotel – hiding the
28 equipment in large suitcases – in order to produce the amateur pornography.

43. Once the young women are confined to the hotel room, The Defendants present them with documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while continuing to orally misrepresent their intent for the video's eventual distribution; (c) while continuing to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based pornography website that has damaged other young women's lives); and (d) often lying about the purported nature and effect of the documents.

44. Around one month after filming, despite their earlier representations, The Defendants release the videos on, at least, www.girlsdoporn.com (their monthly subscription-based website) and www.girls-do-porn.com (a free website with clips of the videos that then directs the user to www.girlsdoporn.com). The Defendants also release/license all or part of the videos all over the internet on a multiple of free pornography websites – in part, to advertise www.girlsdoporn.com with the images and likenesses of the young women. (Interestingly, and by no accident, GARCIA'S (and any other male participant's) face is never shown in any video.) Soon thereafter, someone who knows one of the young women will notify them the video is online. This becomes the first time the young women have ever heard of The Defendants' main website: www.girlsdoporn.com.

45. When the young women reach out to The Defendants, they discover The Defendants have changed their phone numbers (they use disposable phones and/or changeable Internet phone numbers) and have also used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and WOLFE often uses "Ben" or "Isaac"). The Defendants then refuse to talk to the women, hang up on them, and/or block their calls. If the women get in contact with The Defendants' counsel, they refuse to even give The Plaintiffs copies of any documents signed and threaten them with legal action.

46. After The Defendants cause the videos to be distributed online, The Defendants, their subscribers, and/or Internet stalkers release The Plaintiffs' real names online, usually on blogs followed by "fans" and subscribers of www.girlsdoporn.com. As a result (of which The Defendants are cognizant), third parties often then stalk, harass, bully, and blackmail the young women and their families – online, by telephone, and in-person.

47. Because of The Defendants, some of these young women lose relationships with friends, significant others, and family. Some lose or change jobs, and some are forced to leave their school.

Months to years after the videos, many are still harassed by strangers on the Internet. And almost all have suffered severe psychological and emotional damage -- some have even considered suicide.

48. Below, are more specific facts and claims of fourteen (14) plaintiff young women.

JANE DOE NO. 1

49. In July 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling section for the Las Vegas area, seeking young women for adult modeling.

50. That same month, JANE DOE NO. 1 responded to the advertisement and corresponded with GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA eventually offered her \$9,200 for 3 videos.

51. That same month, in July 2015, GARCIA told JANE DOE NO. 1 on the phone that they would not post the videos online, they would not distribute the videos in the United States, and that she would remain anonymous. GARCIA told her the video would go to *one* "private buyer" overseas in Australia - and would only be in DVD format. They had her speak with another women, who assured her the videos do not get leaked.

52. On August 3, 2015, September 14, 2015, and September 22, 2015, JANE DOE NO. 1 made adult videos for The Defendants at The Palomar in downtown San Diego, 707 10th Avenue in downtown San Diego, and at the Coronado Island Marriott, respectively. Before each shoot, GARCIA and WOLFE (going by his alias "Ben"), again, assured JANE DOE NO. 1 they would not post the videos online, they would not distribute the videos in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

53. They continued to make these representations when providing her with documents, which GARCIA and WOLFE did not let JANE DOE NO. 1 thoroughly read; they also distracted her and told her the documents merely said the films would be for video format in Australia.

54. After the videos, The Defendants reneged on their promise to pay JANE DOE NO. 1 the \$9,200 and only paid her \$8,200.

55. In October 2015, The Defendants released JANE DOE NO. 1's videos on their website, www.girlsdoporn.com, and other websites, which were then discovered by her high school, college, and

graduate school friends and acquaintances – as well her family.

56. Also around October 2015, The Defendants, their subscribers, and/or third parties leaked JANE NO. DOE 1's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 1 was harassed through social media, text message, and phone. People emailed and called JANE DOE NO. 1's college and graduate school students, faculty, and deans, calling her a "whore, slut, disgrace, etc.," sent links to or screenshots of her videos, and tagged her boyfriend on social media with the video.

JANE DOE NO. 2

57. In Around February 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling section for San Diego, CA, seeking young women for adult modeling.

58. That same month, JANE DOE NO. 2 responded to the advertisement and corresponded with GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA offered her \$6,000 for 2 videos.

59. That same month, GARCIA told JANE DOE NO. 2 on the phone that they would not post the videos online, they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They told her the video would go to "private buyers" overseas and would only be in DVD format. They further told her the "private buyers" had contracts, which prevented them from sharing or distributing the videos. They had her speak with another women, who assured her the videos do not get leaked.

60. On February 1, 2015 and February 19, 2015, JANE DOE NO. 2 made adult videos for The Defendants at the Hard Rock Hotel in downtown San Diego and a downtown condo, respectively. Before each shoot, GARCIA and WOLFE (going by his alias "Isaac") assured JANE DOE NO. 2 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

61. They continued to make these representations when providing her with documents, which GARCIA and WOLFE did not let JANE DOE NO. 2 thoroughly read; they also distracted her and told her they was merely a "tax form" and "privacy agreement."

62. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 2 the \$6,000 and only paid her \$5,000.

63. On or about April 10, 2015, The Defendants released JANE DOE NO. 2's video on www.girlsdoporn.com and other websites, which was discovered by her friends and acquaintances – as well her family.

64. Also around April 10, 2015, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 2's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 2 was harassed through social media, text message, and phone. She was called her a “whore, slut, disgrace, etc.” and people sent her friends and acquaintances links to or screenshots of her video, and tagged her boyfriend on social media with the video.

JANE DOE NO. 3

65. In March 2014, The Defendants posted an advertisement on exploretalent.com, seeking young women for adult modeling in San Diego, CA.

66. That same month, JANE DOE NO. 3 responded to the advertisement and corresponded with GARCIA (going by his alias “Jonathan”) by email and text message. GARCIA offered her \$3,000 to do an adult video. JANE DOE NO. 3 asked GARCIA where the video would be distributed. GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. GARCIA told her the video would be on DVD and only distributed overseas in South America.

67. On March 23, 2014, JANE DOE NO. 3 made an adult video for The Defendants at the Hilton San Diego Bayfront. Before the shoot, GARCIA and WOLFE (going by his alias “Ben”), again, assured JANE DOE NO. 3 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

68. They continued to make these representations when providing her with documents, which GARCIA and WOLFE said were merely to ensure her privacy and that she would be compensated.

///

69. Around July 4, 2014, The Defendants released JANE DOE NO. 3's video on www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-workers, and employer.

70. Also around July 4, 2014, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 3's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO. 3 through social media, text message, and phone. She has been shunned and blackmailed by friends and coworkers.

JANE DOE NO. 4

71. In April 2013, The Defendants, going by their alias "Bubblegum Casting," posted an advertisement on Craigslist.com in the gigs/modeling section for Eastern, North Carolina, seeking young women for modeling.

72. That same month, JANE DOE NO. 4 responded to the advertisement and corresponded with WOLFE by email and text message. JANE DOE NO. 4 also FaceTimed with WOLFE and GARCIA. WOLFE and GARCIA offered her \$2,000 to do an adult video. JANE DOE NO. 4 asked WOLFE and GARCIA where the video would be distributed. WOLFE and GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. WOLFE and GARCIA told her the video would be on DVD and would go only to a video store in Australia.

73. On April 9, 2013, JANE DOE NO. 4 made an adult video for The Defendants at the downtown San Diego Marriott. The Defendants booked the room under WOLFE'S name. Before the shoot, GARCIA and WOLFE, again, assured JANE DOE NO. 4 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

74. They continued to make these representations when providing her with documents, which GARCIA and WOLFE did not let JANE DOE NO. 4 thoroughly read; they also gave JANE DOE NO. 4 alcohol and she was intoxicated when signing the documents.

1 75. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 4 the \$2,000 and
2 only paid her \$400 (they gave her stack of cash with twenty dollar bills on top, but clandestinely filled
3 the middle with one dollar bills).

4 76. Around June 2013, The Defendants released JANE DOE NO. 4's videos on
5 www.girlsdoporn.com and other websites, including www.pornhub.com, which were then discovered
6 by her family and friends.

7 77. Also around June 2013, The Defendants, their subscribers, and/or third parties leaked JANE
8 DOE NO. 4's real name and her contact information (social media, phone, email, etc.) on other
9 websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO.
10 4 through social media, text message, and phone. JANE DOE NO. 4 became depressed, could not
11 leave the house, was bullied, was blackmailed, and her car was vandalized.

12 **JANE DOE NO. 5**

13 78. In August 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
14 women for adult modeling in Gainesville, Florida.

15 79. That same month, JANE DOE NO. 5 responded to the advertisement and corresponded with
16 GARCIA (going by his alias "Jonathan") and PRATT or WOLFE (going by the alias "Mike") by email
17 and text message. They offered her \$3,000.00 to do an adult video. JANE DOE NO. 5 asked them
18 where the video would be distributed. They told her they would not post the video online, they would
19 not distribute the video in the United States, and that she would remain anonymous. They told her the
20 video would only go to a private collector in Australia. They had her speak with another women, who
21 assured her the videos do not get leaked.

22 80. On August 29, 2014 and in early September 2014, JANE DOE NO. 5 made adult videos for The
23 Defendants at the Hilton San Diego Bayfront. Before the shoots, GARCIA and PRATT or WOLFE,
24 again, assured JANE DOE NO. 5 they would not post the video online, they would not distribute the
25 video in the United States, and that she would remain anonymous. They assured her there was nothing
26 to worry about, promised her privacy, and said nobody she knew would see the videos.

27 81. They continued to make these representations when providing her with documents, which they
28 did not let JANE DOE NO. 5 thoroughly read; they told her they were merely documents saying she

1 was sober.

2 82. Around mid-December, 2014, The Defendants released JANE DOE NO. 5's video on
3 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
4 people in her hometown.

5 83. Also on information and belief, around mid-December, 2014, The Defendants, their subscribers,
6 and/or third parties leaked JANE DOE NO. 5's real name and her contact information (social media,
7 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
8 then harassed, threatened, and bullied JANE DOE NO. 5 through social media, text message, and
9 phone.

10 **JANE DOE NO. 6**

11 84. In May 2016, The Defendants posted an advertisement on Craigslist.com, seeking young
12 women for adult modeling in Baton Rouge, Louisiana.

13 85. That same month, JANE DOE NO. 6 responded to the advertisement and corresponded with
14 GARCIA (going by his alias "Jonathan") by email and text message. GARCIA offered her \$7,000 to
15 do an adult video. JANE DOE NO. 6 asked them where the video would be distributed. GARCIA told
16 her they would not post the video online, they would not distribute the video in the United States, and
17 that she would remain anonymous. They told her the video would only go to DVDs in Australia. They
18 had her speak with another women, who assured her the videos do not get leaked.

19 86. On May 19, 2016, JANE DOE NO. 6 made an adult video for The Defendants at the Coronado
20 Island Marriot. Before the shoot, GARCIA and ROE 251 (going by his alias "Ted") and The
21 Defendants' makeup artist ("Riva") assured JANE DOE NO. 6 they would not post the video online,
22 they would not distribute the video in the United States, and that she would remain anonymous. They
23 assured her there was nothing to worry about, promised her privacy, and said nobody she knew would
24 see the videos. In fact, GARCIA said The Defendants had never had an issue with the videos getting
25 released, going viral, or anyone seeing the videos in the United States.¹

26 ///

27 _____
28 ¹ Notably, this is a month *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action
for, among other things, fraud and mass Internet distribution of their videos.

1 87. They continued to make these representations when providing her with documents, which
2 GARCIA and ROE 251 did not let JANE DOE NO. 6 thoroughly read, and they told her the documents
3 reiterated what they already discussed.

4 88. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 6 the \$7,000
5 and only paid her \$4,500.

6 89. Around early August 2016, The Defendants released JANE DOE NO. 6's video on
7 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
8 people in her hometown.

9 90. Also on information and belief, in early August 2016, The Defendants, their subscribers, and/or
10 third parties leaked JANE DOE NO. 6's real name and her contact information (social media, phone,
11 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 6
12 became depressed, could not leave the house, and considered dropping out of school.

13 **JANE DOE NO. 7**

14 91. In October 2013, The Defendants posted an advertisement on Craigslist.com, seeking young
15 women for adult modeling in Dallas, Texas.

16 92. That same month, JANE DOE NO. 7 responded to the advertisement and corresponded with
17 GARCIA and WOLFE. They offered her \$2,000 to do an adult video. JANE DOE NO. 7 asked them
18 where the video would be distributed. GARCIA told her they would not post the video online, they
19 would not distribute the video in the United States, and that she would remain anonymous. They told
20 her the video would only go to DVDs in Australia.

21 93. In October 2013, JANE DOE NO. 7 made an adult video for The Defendants at the Rancho
22 Bernardo Inn. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 7 they would not post
23 the video online, they would not distribute the video in the United States, and that she would remain
24 anonymous. They assured her there was nothing to worry about, promised her privacy, and said
25 nobody she knew would see the videos.

26 94. They continued to make these representations when providing her with documents, which
27 GARCIA and WOLFE did not let JANE DOE NO. 6 thoroughly read, and they told her they were
28 merely documents saying the video's distribution was on DVD in Australia only.

95. On or before July 2016, The Defendants released JANE DOE NO. 7's video on www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and people in her hometown.

96. Also on information and belief, on or before July 2016, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 7's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 7 became depressed, discriminated against, humiliated, and deeply traumatized.

JANE DOE NO. 8

97. In July 2016, The Defendants posted an advertisement on Craigslist.com, seeking young women for adult modeling in San Diego, California.

98. That same month, JANE DOE NO. 8 responded to the advertisement and corresponded with GARCIA and PRATT or WOLFE by email and text message. They offered her \$2,000 to do an adult video. JANE DOE NO. 8 asked them where the video would be distributed. They told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They told her the video was for private use and would not be so used for many years.

99. On or about July 18, 2016 and August 5, 2016, JANE DOE NO. 8 made adult videos for The Defendants at L'Auberge Del Mar and a condo downtown, respectively. Before the shoots, GARCIA, PRATT or WOLFE, and The Defendants' makeup artist ("Riva") assured JANE DOE NO. 8 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos. In fact, GARCIA said The Defendants had never had an issue with the videos getting released, going viral, or anyone seeing the videos in the United States.²

100. They continued to make these representations when providing her with documents, which GARCIA and PRATT or WOLFE did not let JANE DOE NO. 8 thoroughly read, and they told her they were merely "protocol" and documents saying, "it was okay to film."

² This is almost 6 months *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action for, among other things, fraud and mass Internet distribution of their videos.

1 101. In or around September 2016, The Defendants released JANE DOE NO. 8's video on
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
3 people in her hometown.

4 102. Also on information and belief, in or around September 2016, The Defendants, their
5 subscribers, and/or third parties leaked JANE DOE NO. 8's real name and her contact information
6 (social media, phone, email, etc.) on other websites, including, at least, the blog
7 www.pornwikileaks.com. JANE DOE NO. 8 became depressed, could not leave the house, and
8 debated suicide several times.

9 **JANE DOE NO. 9**

10 103. In April 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
11 women for adult modeling in San Antonio, Texas.

12 104. That same month, JANE DOE NO. 9 responded to the advertisement and corresponded with
13 WOLFE and PRATT by email and text message. They offered her \$3,500 to do adult videos. JANE
14 DOE NO. 9 asked them where the videos would be distributed. GARCIA told her they would not post
15 the videos online, they would not distribute the videos in the United States, and that she would remain
16 anonymous. When JANE DOE NO. 9 said she did not want the videos online, they said, "No, we
17 wouldn't do that, you'll be fine and protected – it's discreet and professional." They told her the videos
18 were for a DVD overseas.

19 105. In April 2014, JANE DOE NO. 9 made adult videos for The Defendants at La Valencia in La
20 Jolla and at a condo downtown. Before the shoots, GARCIA and WOLFE assured JANE DOE NO. 9
21 they would not post the video online, they would not distribute the video in the United States, and that
22 she would remain anonymous. They assured her there was nothing to worry about, promised her
23 privacy, and said nobody she knew would see the videos.

24 106. They continued to make these representations when providing her with documents, which
25 GARCIA and PRATT or WOLFE did not let JANE DOE NO. 9 thoroughly read, and they told her they
26 were merely documents saying, "it was okay to film."

27 107. In or around June 2014, The Defendants released JANE DOE NO. 9's videos on
28 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and

1 employer.

2 108. Also on information and belief, in or around June 2014, The Defendants, their subscribers,
3 and/or third parties leaked JANE DOE NO. 9's real name and her contact information (social media,
4 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com.

5 **JANE DOE NO. 10**

6 109. In March 2016, a prior woman who had just made a film referred JANE DOE NO. 10 to The
7 Defendants.

8 110. That same month, JANE DOE NO. 10 corresponded with GARCIA and WOLFE by email and
9 text message. They offered her \$5,000 to do an adult video. JANE DOE NO. 10 asked them where the
10 video would be distributed. They told her they would not post the video online, they would not
11 distribute the video in the United States, and that she would remain anonymous. They told her the
12 video was for a private collector in Australia only. They assured her there was nothing to worry about,
13 promised her privacy, and said nobody she knew would see the videos. They had her speak with
14 another women, who assured her the videos do not get leaked.

15 111. On July 12, 2015, JANE DOE NO. 10 made an adult video for The Defendants at The US Grant
16 in San Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 10 they would not
17 post the video online, they would not distribute the video in the United States, and that she would
18 remain anonymous.

19 112. They continued to make these representations when providing her with documents, which
20 GARCIA and WOLFE did not let JANE DOE NO. 10 thoroughly read.

21 113. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 10 the \$7,000 and
22 only paid her \$2,000 (saying she looked old and deserved less).

23 114. In or around November 2015, The Defendants released JANE DOE NO. 10's video on
24 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
25 employer.

26 115. Also on information and belief, in or around November 2015, The Defendants, their subscribers,
27 and/or third parties leaked JANE DOE NO. 10's real name and her contact information (social media,
28 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People

1 then harassed JANE DOE NO. 10 and her family through social media.

2 **JANE DOE NO. 11**

3 116. In March 2016, The Defendants posted an advertisement on Craigslist.com, seeking young
4 women for adult modeling in Knoxville, Tennessee.

5 117. That same month, JANE DOE NO. 11 corresponded with WOLFE or PRATT by email and text
6 message. They offered her \$5,000.00 to do an adult video. JANE DOE NO. 11 asked him where the
7 video would be distributed. They told her they would not post the video online, they would not
8 distribute the video in the United States, and that she would remain anonymous. They told her the
9 video was for DVD in Australia only. They assured her there was nothing to worry about, promised
10 her privacy, and said nobody she knew would see the videos. They had her speak with another women,
11 who assured her the videos do not get leaked.

12 118. On March 29, 2016, JANE DOE NO. 11 made an adult video for The Defendants at a hotel in
13 San Diego. Before the shoot, GARCIA and ROE 251 (“Ted”) assured JANE DOE NO. 11 they would
14 not post the video online, they would not distribute the video in the United States, and that she would
15 remain anonymous.

16 119. They continued to make these representations when providing her with documents, did not
17 allow her to thoroughly read, and GARCIA represented the documents were “liability stuff and to
18 protect their identities.” In fact, JANE DOE NO. 11 asked GARCIA if anyone had ever found the
19 videos or had seen him in the videos. He said no. The Defendants’ makeup artist (“Riva”) also assured
20 her there was nothing to worry about.

21 120. Around May 1, 2016, The Defendants released JANE DOE NO. 11’s video on
22 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
23 employer.

24 121. Also on information and belief, around May 1, 2016, The Defendants, their subscribers, and/or
25 third parties leaked JANE DOE NO. 11’s real name and her contact information (social media, phone,
26 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then
27 harassed JANE DOE NO. 11 through social media, text message, and phone. JANE DOE NO. 11
28 became depressed and debated suicide several times.

1 **JANE DOE NO. 12**

2 122. Around February 2015, The Defendants posted an advertisement on Craigslist.com, seeking
3 young women for adult modeling in Knoxville, Tennessee.

4 123. That same month, JANE DOE NO. 12 corresponded with GARCIA and WOLFE by email and
5 text message. They offered her \$5,000.00 to do adult videos. JANE DOE NO. 12 asked them where
6 the videos would be distributed. They told her they would not post the videos online, they would not
7 distribute the videos in the United States, and that she would remain anonymous. They told her the
8 videos would never go on the Internet and was for DVD in Australia only. They assured her there was
9 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They
10 had her speak with another women, who assured her the videos do not get leaked.

11 124. On February 2, 2015 and February 5, 2015, JANE DOE NO. 12 made an adult video for The
12 Defendants at a hotel in San Diego and at a condo downtown, respectively. Before the shoot, GARCIA
13 WOLFE assured JANE DOE NO. 12 they would not post the video online, they would not distribute
14 the video in the United States, and that she would remain anonymous.

15 125. They continued to make these representations when providing her with documents, which they
16 said were simply her agreeing to the amount she would be paid and to the video, and also distracted her
17 while she was reading.

18 126. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 12 the \$5,000 and
19 only paid her \$4,000.00 (saying she had cellulite on her legs).

20 127. Around April 2015, The Defendants released JANE DOE NO. 12's video on
21 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
22 school.

23 128. Also on information and belief, around April 2015, The Defendants, their subscribers, and/or
24 third parties leaked JANE DOE NO. 12's real name and her contact information (social media, phone,
25 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO.
26 12 became depressed, had nightmares, and lost/injured relationships with friends and family.

27 ///

28 ///

1 **JANE DOE NO. 13**

2 129. Around November 2015, The Defendants posted an advertisement on Craigslist.com, seeking
3 young women for adult modeling in Knoxville, Tennessee.

4 130. That same month, JANE DOE NO. 13 corresponded with GARCIA (going by his alias
5 “Jonathan”) and ROE 251 (going by his alias “Ted”) by email and text message. They offered her
6 \$5,000 to do an adult video. JANE DOE NO. 13 asked them where the video would be distributed.
7 They told her they would not post the video online, they would not distribute the video in the United
8 States, and that she would remain anonymous. They told her the video would never go on the Internet
9 and was for DVD in Australia only. They assured her there was nothing to worry about, promised her
10 privacy, and said nobody she knew would see the videos. They had her speak with another women,
11 who assured her the videos do not get leaked.

12 131. On November 24, 2015, JANE DOE NO. 13 made an adult video for The Defendants at The
13 Grand Hyatt Hotel in New York, New York (where The Defendants were traveling at the time). Before
14 the shoot, GARCIA and ROE 251 assured JANE DOE NO. 13 they would not post the video online,
15 they would not distribute the video in the United States, and that she would remain anonymous.

16 132. They continued to make these representations when providing her with documents, which they
17 said were simply “summing up all they had talked about,” and also distracted her and rushed her while
18 she was reading.

19 133. GARCIA and ROE 251 then reneged on their promise to pay JANE DOE NO. 13 the \$5,000
20 and only paid her \$3,000.00 (saying she had fat and cellulite on her legs, and they did not like her
21 breasts).

22 134. Around January 10, 2016, The Defendants released JANE DOE NO. 13’s video on
23 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
24 school.

25 135. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,
26 and/or third parties leaked JANE DOE NO. 12’s real name and her contact information (social media,
27 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
28 then harassed JANE DOE NO. 13 through social media, text message, and phone. JANE DOE NO. 13

1 became depressed and debated suicide.

2 **JANE DOE NO. 14**

3 136. Around July 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
4 women for adult modeling in New York, New York.

5 137. That same month, JANE DOE NO. 14 corresponded with GARCIA and WOLFE by email and
6 text message. They offered her \$5,000 to do adult videos. JANE DOE NO. 14 asked them where the
7 videos would be distributed. They told her they would not post the videos online, they would not
8 distribute the videos in the United States, and that she would remain anonymous. They told her the
9 videos would never go on the Internet and was for DVD in Australia only. They assured her there was
10 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They
11 had her speak with another women, who assured her the videos do not get leaked.

12 138. Around July 15, 2014, JANE DOE NO. 14 made an adult videos for The Defendants in San
13 Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 14 they would not post the
14 video online, they would not distribute the video in the United States, and that she would remain
15 anonymous.

16 139. They continued to make these representations when providing her with documents, which they
17 said were simply “standard documents stating her name and age,” and also distracted her and rushed
18 her while she was reading.

19 140. Around June 2015, The Defendants released JANE DOE NO. 14’s video on
20 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
21 school.

22 141. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,
23 and/or third parties leaked JANE DOE NO. 14’s real name and her contact information (social media,
24 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
25 then harassed JANE DOE NO. 14 and her family through social media, text message, and phone.
26 JANE DOE NO. 14 became depressed, lives in fear, and moved out of the country to Canada.

27 ///

28 ///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

INTENTIONAL MISREPRESENTATION

(All The Plaintiffs against All Named Defendants and ROES 1 - 500)

142. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

143. During The Plaintiffs' discussions and negotiations with The Defendants before each made an adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any purported agreements), The Defendants represented: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and that The Plaintiffs would remain anonymous. The Defendants further represented at all times to The Plaintiffs that would not cause the videos to be posted online or distributed in the United States. The Defendants at all times assured The Plaintiffs there was nothing to worry about, promised privacy, and said nobody The Plaintiffs knew would see the videos. The Defendants caused other women to reiterate these representations to The Plaintiffs. Finally, The Defendants represented they would pay The Plaintiffs certain sums of money; as set forth above, some of The Plaintiffs did not receive the sums represented.

144. Those representations were false.

145. The Defendants intended that The Plaintiffs rely on the above representations when each young woman decided to make an adult video.

146. The Plaintiffs reasonably relied on the representations.

147. The Plaintiffs have been harmed by their reasonable reliance in that The Defendants published their videos online, published their videos in the United States, and released The Plaintiffs' real names.

148. The Plaintiffs' reliance on these false representations was a substantial factor in causing their harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but

1 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs
2 received for what they were told was *limited* distribution and what The Defendants profited through
3 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the
4 compensatory damages). The Plaintiff also seek injunctive relief.

5 149. The Defendants were acting individually and on behalf of each other when they made each of
6 these representations and, when one of them made a representation, the others ratified the
7 representation and/or knew of the misrepresentation and failed to correct it.

8 150. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The
9 Defendants had knowledge of and agreed to both the objective and course of action to injure The
10 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the
11 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
12 injured The Plaintiffs, as set forth above.

13 151. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
14 award of punitive damages pursuant to Section 3294 of the California Civil Code.

15 **SECOND CAUSE OF ACTION**

16 **FRAUDULENT CONCEALMENT**

17 **(All The Plaintiffs against All Named Defendants and ROES 1 – 500)**

18 152. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
19 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

20 153. During The Plaintiffs' discussions and negotiations with The Defendants before each made an
21 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any
22 purported agreements), The Defendants actively concealed their true identities (their individual names
23 and, more importantly, the identity of www.girlsdoporn.com, on which they intended to publish The
24 Plaintiffs nude photos and sex acts). At all these times, they actively concealed the fact their true
25 intention was to post the videos online and distribute them in the United States – or cause such
26 publication and distribution. At all these times, The Defendants also concealed the facts regarding: (a)
27 all of the other young women whose lives they have irreparably damaged earlier by The Defendants'
28 video publication and promotion; (b) all of the other young women imploring them to stop and to take

1 down their videos; and (c) all of the complaints that they (and their legal counsel) have received from
2 other young women and their families.

3 154. The Defendants owed The Plaintiffs duties to disclose this information as, among other reasons,
4 they provided some information to The Plaintiffs during correspondence, and during contract and
5 business negotiations.

6 155. The Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their
7 website, their business, their video distribution, and the likelihood of injury to and harassment of The
8 Plaintiffs.

9 156. The Defendants concealed these facts with the intent to induce The Plaintiffs to make the adult
10 videos.

11 157. The concealed information was objectively material to any reasonable person and caused The
12 Plaintiffs to make the adult videos.

13 158. The Plaintiffs justifiably relied on The Defendants' false representations.

14 159. The Defendants' failure to disclose these material facts to The Plaintiffs was substantial factor
15 in causing their harm. Had The Plaintiffs known of the undisclosed facts, they would not have made
16 the adult videos.

17 160. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
18 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
19 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,
20 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,
21 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but
22 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs
23 received for what they were told was *limited* distribution and what The Defendants profited through
24 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the
25 compensatory damages). The Plaintiff also seek injunctive relief.

26 161. The Defendants were acting individually and on behalf of each other when they made each of
27 these omissions and, when one of them made an omission, the others ratified the omission and/or knew
28 of the omission and failed to correct it.

1 162. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The
2 Defendants had knowledge of and agreed to both the objective and course of action to injure The
3 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the
4 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
5 injured The Plaintiffs, as set forth above.

6 163. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
7 award of punitive damages pursuant to Section 3294 of the California Civil Code.

8 **THIRD CAUSE OF ACTION**

9 **FALSE PROMISE**

10 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

11 164. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
12 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

13 165. During The Plaintiffs' discussions and negotiations with The Defendants before each made an
14 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any
15 purported agreements), The Defendants made promises to The Plaintiffs that: they would not post the
16 videos online (or cause such publication), they would not distribute the videos in the United States (or
17 cause such publication), and The Plaintiffs would remain anonymous. The Defendants promised The
18 Plaintiffs that would not cause the videos to be posted online or distributed in the United States. The
19 Defendants promised The Plaintiffs there was nothing to worry about, promised privacy, and promised
20 nobody they knew would see the videos. Finally, The Defendants represented they would pay The
21 Plaintiffs certain sums of money; as set forth above, some of The Plaintiffs did not receive the sums
22 represented.

23 166. The Defendants' affirmative promises were of material fact and important as The Plaintiffs
24 would not have otherwise made the adult videos.

25 167. The Defendants did not intend to perform these promises at the times they made them, and have
26 not performed as promised. The Defendants knew their promises were false and merely wanted The
27 Plaintiffs to make the videos for The Defendants' benefit.

28 168. The Defendants intended to induce The Plaintiffs to alter their positions in reliance on the

1 promises by making the adult videos.

2 169. The Plaintiffs justifiably and reasonably relied on The Defendants' promises and The
3 Defendants' affirmative promises were an immediate cause of The Plaintiffs' conduct.

4 170. The Defendants did not perform the promises.

5 171. As an actual and proximate cause of The Defendants' false promises and The Plaintiffs'
6 justifiable reliance, The Plaintiffs were damaged in that The Defendants posted the videos online,
7 distributed the videos in the United States, and released The Plaintiffs' names.

8 172. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
9 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
10 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,
11 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,
12 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but
13 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs
14 received for what they were told was *limited* distribution and what The Defendants profited through
15 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the
16 compensatory damages). The Plaintiff also seek injunctive relief.

17 173. The Defendants were acting individually and on behalf of each other when they made each of
18 these omissions and, when one of them made a false promise, the others ratified it, and/or knew of the
19 false promise and failed to correct it.

20 174. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The
21 Defendants had knowledge of and agreed to both the objective and course of action to injure The
22 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the
23 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
24 injured The Plaintiffs, as set forth above.

25 175. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
26 award of punitive damages pursuant to Section 3294 of the California Civil Code.

27 ///

28 ///

FOURTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

176. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

177. During The Plaintiffs' discussions and negotiations with The Defendants before each made an adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any purported agreements), The Defendants represented: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and that The Plaintiffs would remain anonymous. The Defendants further represented at all times to The Plaintiffs that would not cause the videos to be posted online or distributed in the United States. The Defendants at all times assured The Plaintiffs there was nothing to worry about, promised privacy, and said nobody The Plaintiffs knew would see the videos. The Defendants caused other women to reiterate these representations to The Plaintiffs.

178. The representations were false and although The Defendants may have honestly believed that the representations were true, they had no reasonable grounds for believing the representations were true when they made them.

179. The Defendants intended that The Plaintiffs would rely on the above representations in their decisions to make the adult videos.

180. The Plaintiffs reasonably relied on The Defendants' misrepresentations in their decisions to make the adult videos.

181. The Plaintiffs' reliance on The Defendants' false representations was a substantial factor in causing their harm in that The Defendants posted their videos online, published their videos in the United States, and released The Plaintiffs' names.

182. The Plaintiffs' reliance on these false representations was a substantial factor in causing their harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least, compensatory damages, including, but not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs received for what they

1 were told was *limited* distribution and what The Defendants profited through *global* distribution).

2 **FIFTH CAUSE OF ACTION**

3 **MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]**

4 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

5 183. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
6 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

7 184. The Defendants used The Plaintiffs' names, likenesses, and/or identities without The Plaintiffs'
8 permission, though fraud, and/or without promised consideration, including, without limitation, on The
9 Defendants' websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release
10 purporting to give The Defendants unconditional use of The Plaintiff's videos is unenforceable due to
11 unclear terms, a lack of mental capacity/competence, mistake, undue influence, and/or The Defendants'
12 unclean hands.

13 185. The Defendants' gained a commercial benefit by using The Plaintiffs' names, likenesses, and/or
14 identities.

15 186. Following Defendants' initial publication of each of The Plaintiffs' videos on their own
16 websites, and through the date of this amended complaint, Defendants have republished and redirected
17 the misappropriated content to different websites and to different audiences. Defendants have
18 republished The Plaintiffs' misappropriated likenesses to different audiences in various advertising
19 campaigns on the Internet, including on third party websites (such as www.pornhub.com and
20 www.youporn.com), where Defendants post varying and edited snippets of The Plaintiffs' videos with
21 embedded links and advertisements to Defendants' websites; these varying and edited snippets of The
22 Plaintiffs' videos have been viewed millions of times by hundreds of thousands of different individuals.
23 Defendants conduct the same form of repetitive mass advertising on their fan blogs and forums, and on
24 their own social media.

25 187. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
26 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
27 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,
28 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,

1 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but
2 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs
3 received for what they were told was *limited* distribution and what The Defendants profited through
4 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the
5 compensatory damages). The Plaintiff also seek injunctive relief.

6 188. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
7 Defendants had knowledge of and agreed to both the objective and course of action to injure The
8 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
9 names, likenesses, and/or identities at the time and place and via the manner set forth above; and (3)
10 pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

11 189. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
12 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

13 **SIXTH CAUSE OF ACTION**

14 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

15 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

16 190. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
17 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

18 191. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, The
19 Defendants knowingly used The Plaintiffs' names, voices, photographs, video, and likenesses to
20 advertise or sell subscriptions to The Defendants' businesses.

21 192. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast
22 or account, or with a political campaign.

23 193. The Defendants did not have The Plaintiffs' consent, obtained it though fraud, and/or without
24 promised consideration. Finally, any release purporting to give The Defendants unconditional use of
25 The Plaintiff's videos is unenforceable due to unclear terms, a lack of mental capacity/competence,
26 mistake, undue influence, and/or The Defendants' unclean hands.

27 194. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was
28 directly connected to The Defendants' commercial purpose.

1 195. Following Defendants' initial publication of each of The Plaintiffs' videos on their own
2 websites, and through the date of this amended complaint, Defendants have republished and redirected
3 the misappropriated content to different websites and to different audiences. Defendants have
4 republished The Plaintiffs' misappropriated likenesses to different audiences in various advertising
5 campaigns on the Internet, including on third party websites (such as www.pornhub.com and
6 www.youporn.com), where Defendants post varying and edited snippets of The Plaintiffs' videos with
7 embedded links and advertisements to Defendants' websites; these varying and edited snippets of The
8 Plaintiffs' videos have been viewed millions of times by hundreds of thousands of different individuals.
9 Defendants conduct the same form of repetitive mass advertising on their fan blogs and forums, and on
10 their own social media.

11 196. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
12 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
13 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,
14 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,
15 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages and/or statutory
16 damages, including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment
17 damages (i.e., the money The Plaintiffs received for what they were told was *limited* distribution and
18 what The Defendants profited through *global* distribution). The Plaintiff also seek injunctive relief.

19 197. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
20 Defendants had knowledge of and agreed to both the objective and course of action to injure The
21 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
22 names, voices, photographs, video, and likenesses at the time and place and via the manner set forth
23 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

24 198. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
25 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

26 ///

27 ///

28 ///

SEVENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

199. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

200. The Defendants concealed the fact they run an online pornography website. In order to get The Plaintiffs to make adult videos, The Defendants lied to The Plaintiffs about the distribution. They assured The Plaintiffs there was nothing to worry about and promised privacy. The Defendants knew all of the other young women whose lives they have irreparably damaged earlier by The Defendants' video publication and promotion; all of the other young women imploring them to stop and to take down their videos; and all of the complaints and they (and their legal counsel) have received from other young women and their families. The Defendants used The Plaintiffs' videos and names to commercially promote their websites and enrich themselves. This conduct was outrageous as it exceeded all bounds of common decency usually tolerated by a civilized society.

201. The Defendants intended to inflict the injuries stated herein upon The Plaintiffs, or the injuries were substantially certain to result from The Defendants' conduct.

202. The Defendants' outrageous conduct actually and proximately caused The Plaintiffs to suffer serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, fear, and – for some – consideration of suicide. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff.

203. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The Defendants had knowledge of and agreed to both the objective and course of action to injure The Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, The Defendants intentionally inflicted severe emotional distress upon The Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

204. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award of punitive damages pursuant to Section 3294 of the California Civil Code.

EIGHTH CAUSE OF ACTION

NEGLIGENCE

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

205. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

206. In their transactions and dealings with The Plaintiff, The Defendants had a duty to use ordinary care and to prevent injury to The Plaintiffs based on the foreseeability of harm to The Plaintiffs, the degree of certainty The Plaintiff would suffer injuries, the closeness of connection between The Defendants' actions and The Plaintiffs' injuries, the moral blame attached to The Defendants' conduct, the policy of preventing future harm, and the extent of The Defendants' burden and the consequences to the community of imposing duty and liability.

207. The Defendants' above-described actions and omissions (e.g., lying about and concealing the fact they run an online pornography website upon which they planned to post the videos; and assuring The Plaintiffs there was nothing to worry about – all while knowing that release of the videos would cause harassment and severe emotional damage), breached the duty of care.

208. The Defendants' breach of the duty of care actually and proximately caused The Plaintiffs harm in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs received for what they were told was *limited* distribution and what The Defendants profited through *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff also seek injunctive relief.

///

///

///

NINTH CAUSE OF ACTION

BREACH OF CONTRACT

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

209. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

210. The Plaintiffs entered into oral agreements with The Defendants whereby The Plaintiffs agreed to make their respective videos with the conditions: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and they would ensure their privacy and anonymity.

211. The Plaintiffs performed all of their obligations under the agreements; in particular, they participated in the video shoots.

212. All conditions required for The Defendants' performances occurred, but they breached the contract by distributing and/or causing the videos to be posted online and in the United States, and by failing to ensure The Plaintiffs' privacy and anonymity. Also, as set forth above, some of The Plaintiffs did not receive the sums agreed upon for their video(s).

213. As an actual and proximate cause of The Defendants' breach, The Plaintiffs were damaged in an amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

TENTH CAUSE OF ACTION

PROMISSORY ESTOPPEL

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

214. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

215. The Defendants made clear and unambiguous promises to The Plaintiffs that: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and they would ensure their privacy and anonymity.

216. The Plaintiffs relied on these promises in that they made the videos.

217. The Plaintiffs' reliance was both reasonable and foreseeable.

218. The Plaintiffs were injured as a result in that The Defendants distributed or cause the

1 distribution of the videos online and in the United States, and failed to ensure The Plaintiffs' privacy
2 and anonymity.

3 219. Injustice can be avoided only by an award of compensatory and consequential damages in the
4 amount of, at least, \$500,000 per plaintiff.

5 **ELEVENTH CAUSE OF ACTION**

6 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

7 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

8 220. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
9 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

10 221. The Defendants' conduct constitutes a "business practice" under Business & Professions Code,
11 Section 17200, et seq. ("Section 17200").

12 222. The Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
13 violates common and California statutory law. The Defendants' "business practice" constitutes
14 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
15 public.

16 223. The Defendants intended their conduct to cause – and it did so cause – The Plaintiffs to suffer
17 economic injury in fact and caused The Defendants to receive ill-gotten gains. The Plaintiffs were
18 damaged – and The Defendants unjustly enriched - in an amount to be proven at trial, but believed to
19 be, at least, \$500,000 per plaintiff. As such, The Plaintiffs have individual standing under Section
20 17200.

21 224. Pursuant to the remedies provisions of Section 17200: The Defendants owe The Plaintiffs
22 restitution of The Plaintiffs' property (e.g., videos and images); the Court should enjoin The
23 Defendants' violative conduct; and the Court should issue the maximum civil penalties permitted.

24 ///

25 ///

26 ///

TWELFTH CAUSE OF ACTION

FRAUDULENT TRANSFER

(All The Plaintiffs against All The Named Defendants and ROES 475 - 550)

225. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

226. The Plaintiffs have a right to payment from The Defendants for the claims in this action and are, thus, creditors.

227. On information and belief, The Defendants transferred The Plaintiffs' videos and the revenue generated therefrom to defendant Oh Well Media Limited (a sham entity in Vanuatu used to hide assets) and ROES 200 – 250 with the intent to hinder, delay, or defraud The Plaintiffs in their collection efforts on the subject claims.

228. The Plaintiffs were harmed as, among other things, they still have not received compensation for the claims in this action.

229. The Defendants' conduct was a substantial factor in causing The Plaintiffs' harm.

230. The Defendants' actions were fraudulent and malicious and therefore warrant an award of punitive damages pursuant to Section 3294 of the California Civil Code.

///

///

///

PRAYER FOR RELIEF

WHEREFORE, The Plaintiffs pray for judgment against The Defendants as follows:

- A. For compensatory damages of, at least, \$7,000,000;
- B. For restitution and ill-gotten gains/unjust enrichment;
- C. For civil penalties;
- D. For an injunction;
- E. For punitive damages;
- F. For attorney fees;
- G. For prejudgment interest;
- H. For costs of suit; and
- I. For such other and further relief as the Court deems just and proper.

Date: March 13, 2017

By: /s/ John J. O'Brien

Robert Hamparyan

John J. O'Brien

Brian M. Holm

Carrie Goldberg

Attorneys for Plaintiffs

PROOF OF SERVICE
(Section 1013a, 2015.5 Code of Civ. Proc.)
State of California, County of

I am employed in the County of San Diego, State of California. I am over 18 years of age and not a party to the within action; my business address is 275 West Market Street, San Diego, California 92101.

Case Name: Jane DOES v. GirlsDoporn.com, et. al
Case Number: 37-2016-00019027-CU-FR-CTL

On March 13, 2017, I served the following documents described as:

PLAINTIFFS' SECOND AMENDED COMPLAINT (REDACTED)

On the interested parties in this action, addressed as follows:

George D. Rikos
Law Office of George Rikos
225 Broadway, Suite 2100, San Diego, CA 92101
Tel: (858) 342-9161
Fax: (866) 365-4856
Counsel for Defendant DOMI Publications, LLC.
george@georgerikoslaw.com

Aaron Sadock, Esq.
Panakos Law APC
555 West Beech Street, Suite 500
San Diego, CA 92101
Fax: (866) 365-4856
asadock@panakoslaw.com
Co-Counsel for Remaining Defendants

John J. O'Brien
THE O'BRIEN LAW FIRM, APLC
750 B Street, Suite 3300
San Diego, CA 92101
Tel: 619.535.5151
Fax: (888) 805-6785
john@theobrienlawfirm.com
Co-Counsel for Plaintiffs

Daniel Kaplan
Law Offices of Daniel A. Kaplan
555 West Beech Street, Suite 230
San Diego, CA 92101
Tel: (619) 685-3988
Fax: (619) 684-3239
dkaplan@danielkaplanlaw.com
Co-Counsel for Remaining Defendants

Brian M. Holm
HOLM LAW GROUP, PC
12636 High Bluff Drive, Suite 400
San Diego, CA 92130
Tel: 858.707.5858
brian@holmlawgroup.com
Co-Counsel for Plaintiffs

Carrie Goldberg
C.A. GOLDBERG, PLLC
16 Court Street, Suite 2500
Brooklyn, NY 11241
Tel: 646.666.8908
carrie@cagoldberglaw.com
Co-Counsel for Plaintiffs

1 BY MAIL: I am readily familiar with the office practice for collection and processing of
2 correspondence for mailing with the United States Postal Service (USPS). The correspondence
3 indicated above would be deposited with the USPS the same date as this declaration in the ordinary
4 course of business. The correspondence was placed for deposit with the USPS at the offices of the
5 Law Offices of Robert Hamparyan, 275 West Market Street, San Diego, California. The
6 envelope(s) was/were sealed with postage fully prepaid on this date and placed for collection and
7 mailing following ordinary business practices and addressed as shown above.

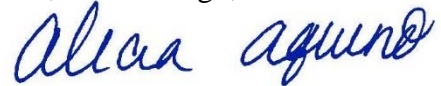
8 BY PERSONAL SERVICE: By personally delivering the above-captioned document(s) to the
9 parties within.

10 BY FACSIMILE TRANSMISSION: I caused the above-referenced document to be faxed to the
11 fax number(s) indicated above. The facsimile machine I used complied with rule 2.301 and no error
12 was reported by the machine. Pursuant to rule 2.306(g), I caused the machine to print a record of
13 the transmission.

14 BY OVERNIGHT MAIL: I caused to be served by leaving for delivery by USPS a copy of the
15 aforementioned document, in sealed envelopes addressed as shown above.

16 X BY ELECTRONIC SERVICE: By sending the above-captioned document(s) to the parties via
17 electronic transmission through One Legal as stipulated between parties.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
19 and correct, and that this declaration was executed on March 13, 2017, at San Diego, California.

20 

21 Alicia Aquino

1 Robert Hamparyan (State Bar No. 181934)
2 ROBERT HAMPARYAN, APC
3 275 W. Market Street
4 San Diego, CA 92101
5 t. 619.550.1355
6 e. robert@hamparyanlawfirm.com

7 John J. O'Brien (State Bar No. 253392)
8 THE O'BRIEN LAW FIRM, APLC
9 750 B Street, Suite 3300
10 San Diego, CA 92101
11 t. 619.535.5151
12 e. john@theobrienlawfirm.com

13 Brian M. Holm (State Bar No. 255691)
14 HOLM LAW GROUP, PC
15 12636 High Bluff Drive, Suite 400
16 San Diego, CA 92130
17 t. 858.707.5858
18 e. brian@holmlawgroup.com

19 Attorneys for Plaintiffs

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN DIEGO

22 JANE DOE NOS. 1 - 4, inclusive, individuals;

23 Plaintiffs,

24 v.

25 GIRLSDOPORN.COM, a business organization,
26 form unknown; MICHAEL J. PRATT, an
27 individual; ANDRE GARCIA, an individual;
28 MATTHEW WOLFE, an individual; BLL
MEDIA, INC., a California corporation; BLL
MEDIA HOLDINGS, LLC, a Nevada limited
liability company; DOMI PUBLICATIONS,
LLC, a Nevada limited liability company; EG
PUBLICATIONS, INC., a California
corporation; M1M MEDIA, LLC, a California
limited liability company; BUBBLEGUM
FILMS, INC., a business organization, form
unknown; OH WELL MEDIA LIMITED, a
business organization, form unknown; MERRO
MEDIA, INC., a California corporation; MERRO
MEDIA HOLDINGS, LLC, a Nevada limited
liability company; and ROES 1 - 500, inclusive,

Defendants.

CASE NO.: 37-2016-00019027-CU-FR-CTL

COMPLAINT

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. False Imprisonment
6. Sexual Battery
7. Gender Violence [Civ. C. § 52.4]
8. Intentional Infliction of Emotional Distress
9. Misappropriation of Name & Likeness
[Common Law]
10. Misappropriation of Name & Likeness
[Civ. C. § 3344]
11. Negligence
12. Breach of Contract
13. Promissory Estoppel
14. Unlawful & Fraudulent Business Practices
[Bus. & Prof. Code §17200]

'16 JUN 2 PM 3:29

F I L E D

Clerk of the Superior Court

JUN 02 2016

By: _____ Deputy

1 Plaintiffs JANE DOES NOS. 1 - 4, inclusive, individuals, (all plaintiffs collectively, "The
2 Plaintiffs") bring this action against defendants GIRLSDOPORN.COM, a business organization, form
3 unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual; MATTHEW
4 WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA HOLDINGS,
5 LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada limited liability
6 company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC, a California
7 limited liability company; BUBBLEGUM FILMS, INC., a business organization, form unknown; OH
8 WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a
9 California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; and
10 ROES 1 - 500, inclusive (all defendants collectively, "The Defendants").

11 **THE PARTIES**

- 12 1. Plaintiff JANE DOE NO. 1 is an individual residing in San Diego County, California.
13 2. Plaintiff JANE DOE NO. 2 is an individual residing in San Diego County, California.
14 3. Plaintiff JANE DOE NO. 3 is an individual residing in San Diego County, California.
15 4. Plaintiff JANE DOE NO. 4 is an individual residing in Manmouth County, New Jersey.
16 5. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of
17 business in San Diego County, California.
18 6. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego
19 County, California.
20 7. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place
21 of business in Clark County, Nevada.
22 8. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of
23 business in Clark County, Nevada.
24 9. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in
25 San Diego County, California.
26 10. M1M MEDIA, LLC is a California limited liability company with its principal place of business
27 in San Diego County, California.
28 11. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information

1 and belief, its "principal place of business" in Port Vila, Vanuatu.

2 12. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information
3 and belief, its "principal place of business" in Port Vila, Vanuatu.

4 13. MERRO MEDIA, INC. is a California corporation with its principal place of business in San
5 Diego County, California.

6 14. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal
7 place of business in Clark County, Nevada.

8 15. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
9 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC,
10 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
11 MEDIA HOLDINGS, LLC; and ROES 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the
12 business of online pornography production, distribution, and sales. On information and belief, THE
13 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,
14 without limitation, www.girlsdoporn.com.

15 16. MICHAEL J. PRATT ("PRATT") is an individual residing in San Diego County, California.
16 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,
17 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

18 17. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On
19 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS
20 – as well as a participant and "actor" in their pornography.

21 18. MATTHEW WOLFE ("WOLFE") is an individual residing in San Diego County, California.
22 On information and belief, he is a sales agent and representative for each of THE ENTITY
23 DEFENDANTS – as well as a videographer of their pornography.

24 19. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales
25 agents, representatives, videographers, and/or "actors" of THE ENTITY DEFENDANTS.

26 20. The Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued
27 herein as ROES 1 - 500, inclusive, and therefore sue these defendants by such fictitious names and
28 allege that ROES 1 - 500 are responsible in some manner for the occurrences herein alleged. The

1 Plaintiffs will amend this complaint to allege their true names, capacities, and/or liabilities when
2 ascertained.

3 21. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
4 contracting with The Plaintiffs, The Defendants were agents, servants, representatives, partners, joint
5 venturers, affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions
6 herein alleged. The Defendants were and are acting within the course and scope of their authority as
7 such agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or
8 employees and with the permission, authorization, consent, and ratification of each other.

9 22. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
10 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and
11 ROES 251 – 500 acted as alter egos of each other. In particular, they: (a) commingled their funds and
12 other assets, failed to segregate funds between them, and have without authorization diverted corporate
13 funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of
14 one other to themselves and third parties haphazardly and without authority; (d) held themselves out as
15 being personally liable for the debts of each other; (e) failed to maintain minutes and corporate records,
16 and confused of the records of the separate entities; (f) used the same business locations and employed
17 the same employees; (g) failed to adequately capitalize the entities; (h) used each other as a conduit for
18 a single venture of themselves; (i) failed to maintain arm's length relationships among themselves; and
19 (j) diverted assets without consideration from/to one another to the detriment of creditors, including
20 The Plaintiffs. Recognition of the privilege of separate existences between these defendants would
21 promote injustice, unfairness, and fraud. Any separateness is to be disregarded. As such, The
22 Defendants are jointly and severally liable in this action as alter egos.

23 **JURISDICTION AND VENUE**

24 23. This Court has jurisdiction over The Defendants as they are physically present in San Diego
25 County, California and/or because The Defendants committed the subject acts and omissions in San
26 Diego County, California.

27 24. Venue is proper as San Diego County is where The Defendants reside and have their principal
28 place of business, the subject contracts were entered into, and/or the obligations and liability arose.

FACTUAL ALLEGATIONS

The Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography

25. PRATT, GARCIA, WOLFE and the rest of The Defendants operate a San Diego-based pornography business, which irreparably damages the lives of young women from San Diego and across the country.

26. The Defendants collectively run pornography websites, the main website being www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than the San Diego Padres website.

27. The young women appearing in The Defendants' amateur pornography come from good families, have never appeared in pornography before, are often paying their way through school, and are just beginning their careers and adulthood. So, there is only way The Defendants can convince these women to have sex on film: The Defendants lie to them.

28. The Defendants advertise themselves across the country as a legitimate Southern California modeling agency, directing applicants to a sham website, e.g., www.beginmodelling.com. The website contains an "Apply Now" form on every page that asks for the name, age, height, weight, state, city, email, and phone number of each applicant. It also contains an attachment where prospective models can upload photos. Once obtaining the information, The Defendants reach out to the women by phone or email in order to feel the women out. Eventually, The Defendants offer the young women thousands of dollars for adult film work.

29. When the young women ask The Defendants where they will distribute the video, The Defendants assure them that they will not post the video online, they will not distribute the video in the United States, and they will keep each woman anonymous. The Defendants represent the videos will be on DVDs overseas and for private use. If needed for convincing, The Defendants provide a reference woman, who previously shot a video (but, whose video is not yet released), to vouch for The Defendants and promise the same security, limited distribution, and anonymity.

30. After The Defendants lie to the young women, they book rooms (usually under PRATT'S name) at upscale San Diego County hotels, most often at major high-end chains in downtown San Diego (e.g., Hilton, Hyatt, Marriot). If the young women are not in Southern California, The

1 Defendants pay for their airfare to San Diego (again, usually using PRATT'S name / credit card).

2 31. Then, without hotel knowledge and consent, and, on information and belief, without any license
3 or permit, The Defendants sneak videography equipment into the hotel – hiding the equipment in large
4 suitcases – in order to produce the amateur pornography.

5 32. Once the young women are confined to the hotel room, The Defendants present them with
6 documents to sign: (a) under duress and coercion (often yelling at them and saying there is no time to
7 read); and (b) while continuing to orally misrepresent their intent for the video's eventual distribution.

8 33. After the filming begins, and/or when the young women are told what to do, if they refuse or
9 say they are uncomfortable or in pain, The Defendants often yell at them, saying it is too late to change
10 their minds and they cannot leave the hotel room. Further, the filming often takes much longer than the
11 promised – often, the young women are confined in the hotel room and forced to film and have sex for
12 many hours. Even worse, the young women are sometimes forced to have sex when not filming – to
13 appease the "actor," most often GARCIA.

14 34. Around one month after filming, things get unimaginably worse for the young women. Despite
15 their earlier representations, The Defendants release the videos on, at least, www.girlsdoporn.com (their
16 monthly subscription website) and www.girls-do-porn.com (a free website with clips of the videos that
17 then directs the user to www.girlsdoporn.com). The Defendants also release/license all or part of the
18 videos all over the internet on a multiple of free pornography websites – in part, to advertise
19 www.girlsdoporn.com with the images and likenesses of the young women. (Interestingly, and by no
20 accident, GARCIA'S (and any other male participant's) face is never shown in any video.) Soon
21 thereafter, someone who knows one of the young women will notify them the video is online. This
22 becomes the first time the young women have ever heard of The Defendants' website:
23 www.girlsdoporn.com.

24 35. When the young women reach out to The Defendants, they discover The Defendants have
25 changed their phone numbers (they use disposable phones and/or changeable Internet phone numbers).
26 Later, the young women discover The Defendants have also used fake names (e.g., PRATT often uses
27 "Mark," GARCIA often uses "Jonathan," and WOLFE often uses "Ben" or "Isaac").

28 ///

1 36. Finally, to further injure the young women, The Defendants release their real names online,
2 usually on blogs followed by “fans” of www.girlsdoporn.com, who then stalk, harass, bully, and
3 blackmail the young women and their families – online, by telephone, and in-person.

4 37. As a result, these young women lose relationships with friends, significant others, and family.
5 Some lose or change jobs, and some are forced to leave their school. Months to years after the videos,
6 many young women are still harassed by strangers on the Internet. And, many have suffered severe
7 psychological damage, necessitating medical, and professional treatment. Some have consulted rape
8 counselors. Some have attempted suicide.

9 38. Below, are specific facts and claims of four (4) plaintiff young women.

10 **JANE DOE NO. 1**

11 39. In July 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling
12 section for the Las Vegas area, seeking young women for adult modeling.

13 40. That same month, JANE DOE NO. 1 responded to the advertisement and corresponded with
14 GARCIA (going by his alias “Jonathan”) by email, text message, and telephone. GARCIA eventually
15 offered her \$9,200.00 for 3 videos.

16 41. That same month, in July 2015, GARCIA told JANE DOE NO. 1 on the phone that they would
17 not post the videos online, they would not distribute the videos in the United States, and they would not
18 release her name. GARCIA told her the video would go to *one* “private buyer” overseas in Australia -
19 and would only be in DVD format.

20 42. On August 3, 2015, September 14, 2015, and September 22, 2015, JANE DOE NO. 1 made
21 adult videos for The Defendants at The Palomar in downtown San Diego, 707 10th Avenue in
22 downtown San Diego, and at the Coronado Island Marriott, respectively. Before each shoot, GARCIA
23 and WOLFE (going by his alias “Ben”), again, assured JANE DOE NO. 1 they would not post the
24 videos online, they would not distribute the videos in the United States, and they would not release her
25 name.

26 43. During the filming on September 22, 2015 at the Coronado Island Marriott, JANE DOE NO. 1
27 expressed physical and mental discomfort. GARCIA and WOLFE would not allow her to leave.

28 ///

1 44. In October 2015, The Defendants released JANE DOE NO. 1's videos on their website,
2 www.girlsdoporn.com, and other websites, which were then discovered by her high school, college, and
3 graduate school friends and acquaintances – as well her family. Also around October 2015, The
4 Defendants leaked JANE NO. DOE 1's real name and her contact information (social media, phone,
5 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. Internet strangers
6 then harassed JANE DOE NO. 1 through social media, text message, and phone. They also emailed
7 and called JANE DOE NO. 1's college and graduate school students, faculty, and deans, calling her a
8 "whore, slut, disgrace, etc.," sent links to or screenshots of her videos, and later tagged her new
9 boyfriend on social media with the video. She considered dropping out of school. When JANE DOE
10 NO. 1 goes to her hometown, she often cannot leave the house due to the humiliation and
11 embarrassment.

12 **JANE DOE NO. 2**

13 45. In April 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling
14 section for San Diego, CA, seeking young women for fashion modeling.

15 46. That same month, JANE DOE NO. 2 responded to the advertisement and corresponded with
16 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA asked her to
17 come his condo in downtown San Diego to discuss the modeling shoot. At the condo, JANE DOE NO.
18 2 met GARCIA and WOLFE (going by his alias "Isaac").

19 47. At GARCIA's condo in April 2015, GARCIA and WOLFE surprised JANE DOE NO. 2 with
20 the news that the modeling shoot was actually an adult film, and offered her \$5,000 cash. They told
21 JANE DOE NO. 2 they would not post the video online, they would not distribute the video in the
22 United States, and they would not release her name. They told her the video would go to "private
23 buyers" overseas and would only be in DVD format. They further told her the "private buyers" had
24 contracts, which prevented them from sharing or distributing the videos. GARCIA and WOLFE had
25 JANE DOE NO. 2 call another young woman named "Taylor," who assured JANE DOE NO. 2 the
26 video would remain private.

27 48. In April 2015, JANE DOE NO. 2 made an adult video for The Defendants at the Hard Rock
28 Hotel in downtown San Diego. There, GARCIA and WOLFE, again, assured JANE DOE NO. 2 they

1 would not post the video online, they would not distribute the video in the United States, and they
2 would not release her name. When providing her with a written agreement, GARCIA and WOLFE
3 would not allow JANE DOE NO. 2 to read it, and told her it was merely a “tax form” and “privacy
4 agreement.”

5 49. During the shoot, JANE DOE NO. 2 expressed physical and mental discomfort. GARCIA and
6 WOLFE told her she could not leave. She was afraid to leave.

7 50. On or about April 10, 2015, The Defendants released JANE DOE NO. 2’s video on
8 www.girlsdoporn.com and other websites, which was discovered by her friends and acquaintances – as
9 well her family. Also around April 10, 2015, The Defendants leaked JANE DOE NO. 2’s real name
10 and her contact information (social media, phone, email, etc.) on other websites, including, at least, the
11 blog www.pornwikileaks.com. The users of that blog then harassed JANE DOE NO. 2 through social
12 media, text message, and phone, calling her a “whore, slut, disgrace, etc.,” sent her friends and
13 acquaintances links to or screenshots of her video, and later tagged her new boyfriend on social media
14 with the video.

15 **JANE DOE NO. 3**

16 51. In March 2014, The Defendants posted an advertisement on exploretalent.com, seeking young
17 women for adult modeling in San Diego, CA.

18 52. That same month, JANE DOE NO. 3 responded to the advertisement and corresponded with
19 GARCIA (going by his alias “Jonathan”) by email and text message. GARCIA offered her \$3,000.00
20 to do an adult video. JANE DOE NO. 3 asked GARCIA where the video would be distributed.
21 GARCIA told her they would not post the video online, they would not distribute the video in the
22 United States, and they would not release her name. GARCIA told her the video would be on DVD
23 and only distributed overseas in South America.

24 53. On March 23, 2014, JANE DOE NO. 3 made an adult video for The Defendants at the Hilton
25 San Diego Bayfront. Before the shoot, GARCIA and WOLFE (going by his alias “Ben”), again,
26 assured JANE DOE NO. 3 they would not post the video online, they would not distribute the video in
27 the United States, and they would not release her name.

28 ///

1 54. Around July 4, 2014, The Defendants released JANE DOE NO. 3's video on
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-
3 workers, and employer. Also around July 4, 2014, The Defendants leaked JANE DOE NO. 3's real
4 name and her contact information (social media, phone, email, etc.) on other websites, including, at
5 least, the blog www.pornwikileaks.com. The users of that blog then harassed JANE DOE NO. 3
6 through social media, text message, and phone. She has been shunned and blackmailed by friends and
7 coworkers.

8 **JANE DOE NO. 4**

9 55. In April 2013, The Defendants, going by their alias "Bubblegum Casting," posted an
10 advertisement on Craigslist.com in the gigs/modeling section for Eastern, North Carolina, seeking
11 young women for modeling.

12 56. That same month, JANE DOE NO. 4 responded to the advertisement and corresponded with
13 WOLFE by email and text message. JANE DOE NO. 4 also FaceTimed with WOLFE and GARCIA.
14 WOLFE and GARCIA offered her \$2,000.00 to do an adult video. JANE DOE NO. 4 asked WOLFE
15 and GARCIA where the video would be distributed. WOLFE and GARCIA told her they would not
16 post the video online, they would not distribute the video in the United States, and they would not
17 release her name. WOLFE and GARCIA told her the video would be on DVD and would go only to a
18 video store in Australia.

19 57. On April 9, 2013, JANE DOE NO. 4 made an adult video for The Defendants at the downtown
20 San Diego Marriott. The Defendants booked the room under WOLFE'S name. Before the shoot,
21 GARCIA and WOLFE, again, assured JANE DOE NO. 4 they would not post the video online, they
22 would not distribute the video in the United States, and they would not release her name.

23 58. During the shoot, JANE DOE NO. 4 became scared and in extreme pain, so she asked GARCIA
24 and WOLFE to leave. They told her she could not leave until they were finished.

25 59. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 4 the \$2,000 and
26 only paid her \$400 (they gave her stack of cash with twenty dollar bills on top, but clandestinely filled
27 the middle with one dollar bills). They also locked JANE DOE NO. 4 out of the hotel room, forcing
28 her to find other hotel accommodations alone.

1 60. Around June 2013, The Defendants released JANE DOE NO. 4's videos on
2 www.girlsdoporn.com and other websites, including www.pornhub.com, which were then discovered
3 by her family and friends. Also around June 2013, The Defendants leaked JANE DOE NO. 4's real
4 name and her contact information (social media, phone, email, etc.) on other websites, including, at
5 least, the blog www.pornwikileaks.com. Later, the users of that blog then harassed JANE DOE NO. 4
6 through social media, text message, and phone. JANE DOE NO. 4 became depressed, could not leave
7 the house, was bullied, was blackmailed, and her car was vandalized.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **INTENTIONAL MISREPRESENTATION**

11 **(All The Plaintiffs against All The Defendants)**

12 61. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
13 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

14 62. During The Plaintiffs' discussions and negotiations with The Defendants before each made an
15 adult video for The Defendants, The Defendants represented: they would not post the videos online,
16 they would not distribute the videos in the United States, and they would not release The Plaintiffs'
17 names.

18 63. Those representations were false.

19 64. The Defendants intended that The Plaintiffs rely on the above representations when each young
20 woman decided to make an adult video.

21 65. The Plaintiffs reasonably relied on the representations.

22 66. The Plaintiffs have been harmed by their reasonable reliance in that The Defendants published
23 their videos online, published their videos in the United States, and released The Plaintiffs' real names.

24 67. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
25 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
26 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,
27 including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock,
28 nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

68. The Defendants were acting individually and on behalf of each other when they made each of these representations and, when one of them made a representation, the others ratified the representation and/or knew of the misrepresentation and failed to correct it.

69. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The Defendants had knowledge of and agreed to both the objective and course of action to injure The Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

70. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award of punitive damages pursuant to Section 3294 of the California Civil Code.

SECOND CAUSE OF ACTION

FRAUDULENT CONCEALMENT

(All The Plaintiffs against All The Defendants)

71. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

72. During The Plaintiffs' discussions and negotiations with The Defendants before each made an adult video for The Defendants, The Defendants actively concealed their true identities (their individual names and, more importantly, the identity of www.girlsdoporn.com, on which they intended to publish The Plaintiffs nude photos and sex acts). They actively concealed the fact their true intention was to post the videos online, distribute them in the United States, and release The Plaintiffs' names.

73. The Defendants owed The Plaintiffs duties to disclose this information as, among other reasons, they provided some information to The Plaintiffs during correspondence, and during contract and business negotiations.

74. The Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their website, their business, their video distribution, and their release of The Plaintiff's names.

75. The Defendants concealed these facts with the intent to induce The Plaintiffs to make the adult videos.

///

1 76. The concealed information was objectively material to any reasonable person and caused The
2 Plaintiffs to make the adult videos.

3 77. The Plaintiffs justifiably relied on The Defendants' false representations.

4 78. The Defendants' failure to disclose these material facts to The Plaintiffs was substantial factor
5 in causing their harm. Had The Plaintiffs known of the undisclosed facts, they would not have made
6 the adult videos.

7 79. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
8 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,
9 including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,
10 depression, embarrassment, mortification, shame, and fear.

11 80. The Defendants were acting individually and on behalf of each other when they made each of
12 these omissions and, when one of them made an omission, the others ratified the omission and/or knew
13 of the omission and failed to correct it.

14 81. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The
15 Defendants had knowledge of and agreed to both the objective and course of action to injure The
16 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the
17 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
18 injured The Plaintiffs, as set forth above.

19 82. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
20 award of punitive damages pursuant to Section 3294 of the California Civil Code.

21 **THIRD CAUSE OF ACTION**

22 **FALSE PROMISE**

23 **(All The Plaintiffs against All The Defendants)**

24 83. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
25 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

26 84. The Defendants made promises to The Plaintiffs that: they would not post the videos online,
27 they would not distribute the videos in the United States, and they would not release The Plaintiffs'
28 names.

1 85. The Defendants' affirmative promises were of material fact and important as The Plaintiffs
2 would not have otherwise made the adult videos.

3 86. The Defendants did not intend to perform these promises at the times they made them, and have
4 not performed as promised. The Defendants knew their promises were false and merely wanted The
5 Plaintiffs to make the videos for The Defendants' benefit.

6 87. The Defendants intended to induce The Plaintiffs to alter their positions in reliance on the
7 promises by making the adult videos.

8 88. The Plaintiffs justifiably and reasonably relied on The Defendants' promises and The
9 Defendants' affirmative promises were an immediate cause of The Plaintiffs' conduct.

10 89. The Defendants did not perform the promises.

11 90. As an actual and proximate cause of The Defendants' false promises and The Plaintiffs'
12 justifiable reliance, The Plaintiffs were damaged in that The Defendants posted the videos online,
13 distributed the videos in the United States, and released The Plaintiffs' names.

14 91. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
15 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,
16 including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,
17 depression, embarrassment, mortification, shame, and fear.

18 92. The Defendants were acting individually and on behalf of each other when they made each of
19 these omissions and, when one of them made a false promise, the others ratified it, and/or knew of the
20 false promise and failed to correct it.

21 93. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The
22 Defendants had knowledge of and agreed to both the objective and course of action to injure The
23 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the
24 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
25 injured The Plaintiffs, as set forth above.

26 94. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
27 award of punitive damages pursuant to Section 3294 of the California Civil Code.

28 ///

FOURTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

(All The Plaintiffs against All The Defendants)

95. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

96. During their negotiations, contracting, and dealings with The Plaintiffs, The Defendants made the above representations: they would not post the videos online, they would not distribute the videos in the United States, and they would not release The Plaintiffs' names.

97. The representations were false and although The Defendants may have honestly believed that the representations were true, they had no reasonable grounds for believing the representations were true when they made them.

98. The Defendants intended that The Plaintiffs would rely on the above representations in their decisions to make the adult videos.

99. The Plaintiffs reasonably relied on The Defendants' misrepresentations in their decisions to make the adult videos.

100. The Plaintiffs' reliance on The Defendants' false representations was a substantial factor in causing their harm in that The Defendants posted their videos online, published their videos in the United States, and released The Plaintiffs' names.

101. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

FIFTH CAUSE OF ACTION

FALSE IMPRISONMENT

(All The Plaintiffs against All The Defendants)

102. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

103. The Defendants intentionally deprived The Plaintiffs of their freedom of movement by use of

1 fraud, deceit, and/or unreasonable duress.

2 104. The Defendants' conduct compelled The Plaintiffs to stay in their respective hotel rooms during
3 the video shoots for an appreciable period of time.

4 105. The Plaintiffs did not voluntarily consent.

5 106. The Plaintiffs were harmed by The Defendants' conduct in an amount to be proven at trial, but
6 is believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of
7 income, and serious emotional distress, including, but not limited to, loss of eating, loss of sleep,
8 enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and
9 fear.

10 107. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
11 Defendants had knowledge of and agreed to both the objective and course of action to injure The
12 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally held The Plaintiffs at the time
13 and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
14 injured The Plaintiffs, as set forth above.

15 108. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
16 award of punitive damages pursuant to Section 3294 of the California Civil Code.

17 **SIXTH CAUSE OF ACTION**

18 **SEXUAL BATTERY**

19 **(All The Plaintiffs against All The Defendants)**

20 109. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
21 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

22 110. The Defendants intended to cause a harmful and/or offensive contact with The Plaintiffs' sexual
23 organs, groin, buttocks, and breasts, and a sexually harmful and/or offensive contact with the same
24 resulted directly.

25 111. The Plaintiffs' consent was obtained by fraud (i.e., they would not have consented to the sexual
26 contact but for The Defendants' above-referenced deceit).

27 112. The Defendants' conduct harmed The Plaintiffs in an amount to be proven at trial, but is
28 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,

1 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring
2 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

3 113. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
4 Defendants had knowledge of and agreed to both the objective and course of action to injure The
5 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally battered The Plaintiffs at the
6 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants
7 injured The Plaintiffs, as set forth above.

8 114. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
9 award of punitive damages pursuant to Section 3294 of the California Civil Code.

10 **SEVENTH CAUSE OF ACTION**

11 **GENDER VIOLENCE [Civil Code § 52.4]**

12 **(All The Plaintiffs against All The Defendants)**

13 115. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
14 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

15 116. The Defendants subjected The Plaintiffs to physical intrusions and physical invasions of a
16 sexual nature under coercive and fraudulent conditions.

17 117. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is
18 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,
19 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring
20 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

21 118. Pursuant to Civil Code § 52.4, The Plaintiffs are entitled to actual and compensatory damages,
22 injunctive relief, attorney fees, and punitive damages.

23 119. The Defendants also acted in a conspiracy when they committed this wrongful conduct as: (1)
24 each of The Defendants had knowledge of and agreed to both the objective and course of action to
25 injure The Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally harmed The
26 Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to their agreement,
27 The Defendants injured The Plaintiffs, as set forth above.

28 ///

1 120. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
2 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

3 **EIGHTH CAUSE OF ACTION**

4 **MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]**

5 **(All The Plaintiffs against All The Defendants)**

6 121. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
7 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

8 122. The Defendants used The Plaintiffs' names, likenesses, and/or identities without The Plaintiffs'
9 permission, including, without limitation, on The Defendants' websites (e.g., www.girlsdoporn.com),
10 social media, and advertising.

11 123. The Defendants' gained a commercial benefit by using The Plaintiffs' names, likenesses, and/or
12 identities.

13 124. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is
14 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,
15 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring
16 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

17 125. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
18 Defendants had knowledge of and agreed to both the objective and course of action to injure The
19 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
20 names, likenesses, and/or identities at the time and place and via the manner set forth above; and (3)
21 pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

22 126. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
23 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

24 **NINTH CAUSE OF ACTION**

25 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

26 **(All The Plaintiffs against All The Defendants)**

27 127. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
28 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

1 128. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, The
2 Defendants knowingly used The Plaintiffs' names, voices, photographs, video, and likenesses to
3 advertise or sell subscriptions to The Defendants' businesses.

4 129. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast
5 or account, or with a political campaign.

6 130. The Defendants did not have The Plaintiffs' consent.

7 131. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was
8 directly connected to The Defendants' commercial purpose.

9 132. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is
10 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,
11 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring
12 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

13 133. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
14 Defendants had knowledge of and agreed to both the objective and course of action to injure The
15 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
16 names, voices, photographs, video, and likenesses at the time and place and via the manner set forth
17 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

18 134. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
19 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

20 **TENTH CAUSE OF ACTION**

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22 **(All The Plaintiffs against All The Defendants)**

23 135. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
24 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

25 136. The Defendants concealed the fact they run an online pornography website. In order to get The
26 Plaintiffs to make adult videos, The Defendants lied to The Plaintiffs about the distribution. Then, after
27 publishing the videos online, to further and permanently injure The Plaintiffs, The Defendants released
28 The Plaintiffs' names, all contrary to their representations and promises. The Defendants then used the

1 videos and names to commercially promote their websites. This conduct was outrageous as it exceeded
2 all bounds of common decency usually tolerated by a civilized society.

3 137. The Defendants intended to inflict the injuries stated herein upon The Plaintiffs, or the injuries
4 were substantially certain to result from The Defendants' conduct.

5 138. The Defendants' outrageous conduct actually and proximately caused The Plaintiffs to suffer
6 serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright,
7 shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear. The Plaintiffs
8 have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff.

9 139. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
10 Defendants had knowledge of and agreed to both the objective and course of action to injure The
11 Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, The Defendants intentionally
12 inflicted severe emotional distress upon The Plaintiffs at the time and place and via the manner set forth
13 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

14 140. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
15 award of punitive damages pursuant to Section 3294 of the California Civil Code.

16 **ELEVENTH CAUSE OF ACTION**

17 **NEGLIGENCE**

18 **(All The Plaintiffs against All The Defendants)**

19 141. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
20 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

21 142. In their transactions and dealings with The Plaintiff, The Defendants had a duty to use ordinary
22 care and to prevent injury to The Plaintiffs based on the foreseeability of harm to The Plaintiffs, the
23 degree of certainty The Plaintiff would suffer injuries, the closeness of connection between The
24 Defendants' actions and The Plaintiffs' injuries, the moral blame attached to The Defendants' conduct,
25 the policy of preventing future harm, and the extent of The Defendants' burden and the consequences to
26 the community of imposing duty and liability.

27 143. The Defendants' above-described actions and omissions (e.g., lying about and concealing the
28 fact they run an online pornography website, publishing the videos online, releasing The Plaintiffs' real

1 names, using the videos and names to commercially promote their websites, falsely imprisoning The
2 Plaintiffs, and sexually battering The Plaintiffs) breached the duty of care.

3 144. The Defendants' breach of the duty of care actually and proximately caused The Plaintiffs'
4 harm in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at
5 least, financial injury, loss of income, and serious emotional distress, including, but not limited to, loss
6 of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment,
7 mortification, shame, and fear.

8 **TWELTH CAUSE OF ACTION**

9 **BREACH OF CONTRACT**

10 **(All The Plaintiffs against All The Defendants)**

11 145. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
12 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

13 146. The Plaintiffs entered into oral agreements with The Defendants whereby The Plaintiffs agreed
14 to make their respective videos with the conditions: they would not post the videos online, they would
15 not distribute the videos in the United States, and they would not release The Plaintiffs' names.

16 147. The Plaintiffs performed all of their obligations under the agreements; in particular, they
17 participated in the video shoots.

18 148. All conditions required for The Defendants' performances occurred, but they breached the
19 contract by distributing the videos online and in the United States, and by releasing The Plaintiffs'
20 names.

21 149. As an actual and proximate cause of The Defendants' breach, The Plaintiffs were damaged in an
22 amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

23 **THIRTEENTH CAUSE OF ACTION**

24 **PROMISSORY ESTOPPEL**

25 **(All The Plaintiffs against All The Defendants)**

26 150. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
27 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

28 ///

1 151. The Defendants made clear and unambiguous promises to The Plaintiffs that: they would not
2 post the videos online, they would not distribute the videos in the United States, and they would not
3 release The Plaintiffs' names.

4 152. The Plaintiffs relied on these promises in that they made the videos.

5 153. The Plaintiffs' reliance was both reasonable and foreseeable.

6 154. The Plaintiffs were injured as a result in that The Defendants distributed the videos online and
7 in the United States, and released The Plaintiffs' names.

8 155. Injustice can be avoided only by an award of compensatory and consequential damages in the
9 amount of, at least, \$500,000 per plaintiff.

10 **FOURTEENTH CAUSE OF ACTION**

11 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

12 **(All The Plaintiffs against All The Defendants)**

13 156. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this
14 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

15 157. The Defendants' conduct constitutes a "business practice" under Business & Professions Code,
16 Section 17200, et seq. ("Section 17200").

17 158. The Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
18 violates common and California statutory law. The Defendants' "business practice" constitutes
19 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
20 public.

21 159. The Defendants intended their conduct to cause – and it did so cause – The Plaintiffs to suffer
22 economic injury in fact and caused The Defendants to receive ill-gotten gains. The Plaintiffs were
23 damaged – and The Defendants unjustly enriched - in an amount to be proven at trial, but believed to
24 be, at least, \$500,000 per plaintiff. As such, The Plaintiffs have individual standing under Section
25 17200.

26 160. Pursuant to the remedies provisions of Section 17200: The Defendants owe The Plaintiffs
27 restitution of The Plaintiffs' property (e.g., videos and images); the Court should enjoin The
28 Defendants' violative conduct; and the Court should issue the maximum civil penalties permitted.

PRAYER FOR RELIEF

WHEREFORE, The Plaintiffs pray for judgment against The Defendants as follows:

- A. For compensatory damages in an amount of, at least, \$2,000,000;
- B. For restitution;
- C. For civil penalties;
- D. For an injunction;
- E. For punitive damages;
- F. For attorney fees;
- G. For prejudgment interest;
- H. For costs of suit; and
- I. For such other and further relief as the Court deems just and proper.

Date: June 2, 2016

By: 

Robert Hamparvan

John J. O'Brien

Brian M. Holm

Attorneys for Plaintiffs

ORIGINAL

Robert Hamparyan (State Bar No. 181934)
ROBERT HAMPARYAN, APC
275 W. Market Street
San Diego, CA 92101
t. 619.550.1355
e. robert@hamparyanlawfirm.com

John J. O'Brien (State Bar No. 253392)
THE O'BRIEN LAW FIRM, APLC
750 B Street, Suite 3300
San Diego, CA 92101
t. 619.535.5151
e. john@theobrienlawfirm.com

Brian M. Holm (State Bar No. 255691)
HOLM LAW GROUP, PC
12636 High Bluff Drive, Suite 400
San Diego, CA 92130
t. 858.707.5858
e. brian@holmlawgroup.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JANE DOE NO. 17, an individual; JANE DOE
NO. 18, an individual; JANE DOE NO. 19, an
individual; JANE DOE NO. 20, an individual;
JANE DOE NO. 21, an individual; JANE DOE
NO. 22, an individual; inclusive,

Plaintiffs,

v.

GIRLSDOPORN.COM, a business
organization, form unknown; MICHAEL J.
PRATT, an individual; ANDRE GARCIA, an
individual; MATTHEW WOLFE, an
individual; BLL MEDIA, INC., a California
corporation; BLL MEDIA HOLDINGS, LLC,
a Nevada limited liability company; DOMI
PUBLICATIONS, LLC, a Nevada limited
liability company; EG PUBLICATIONS, INC.,
a California corporation; M1M MEDIA, LLC,
a California limited liability company;
BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL

F I L E D
Clerk of the Superior Court

NOV 08 2017

By: R. BABERS, Deputy

CASE NO.: **37-2017-00043712-CU-FR-CTL**

COMPLAINT (FILED UNDER SEAL)

[JURY TRIAL DEMANDED]

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. Misappropriation of Name & Likeness
[Common Law]
6. Misappropriation of Name & Likeness
[Civ. C. § 3344]
7. Intentional Infliction of Emotional Distress
8. Negligence
9. Breach of Contract
10. Promissory Estoppel
11. Unlawful & Fraudulent Business Practices
[Bus. & Prof. Code §17200]
12. Fraudulent Transfer
13. Declaratory Relief

FILED

MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; CLOCKWORK PRODUCTIONS, INC., a business organization, form unknown; UHD PRODUCTIONS, LLC, a Wyoming limited liability company; BUBBLEGUM FILMS, LTD., a business organization, form unknown; GREENHILL SERVICES, LTD., a business organization, form unknown; SIDLE MEDIA LIMITED, a business organization, form unknown; RIVA YOUSIF, an individual; THEODORE GYI, an individual; VALERIE MOSER, an individual; KAILYN WRIGHT, an individual; and ROES 1 - 550, inclusive,

Defendants.

This action is intricately related to San Diego Superior Court Case Nos. 37-2016-19027-CU-FR-CTL and 37-2017-00033321-CU-FR-CTL where sixteen similarly situated young women sue the same fraudulent pornography business for nearly identical claims.

Plaintiffs JANE DOE NO. 17, JANE DOE NO. 18, JANE DOE NO. 19, JANE DOE NO. 20, JANE DOE NO. 21, JANE DOE NO. 22 (all plaintiffs collectively, "Plaintiffs") bring this complaint against defendants GIRLSDOPORN.COM, a business organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual; MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada limited liability company; EG PUBLICATIONS, INC., a California corporation; MIM MEDIA, LLC, a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; CLOCKWORK PRODUCTIONS, INC., place of incorporation unknown; UHD MEDIA, INC., place of incorporation unknown; BUBBLEGUM FILMS, LTD., place of incorporation unknown; GREENHILL SERVICES, LTD.,

1 place of incorporation unknown; SIDLE MEDIA LIMITED, place of incorporation unknown; RIVA
2 YOUSIF, an individual; THEODORE "TEDDY" GYI, an individual; VALERIE MOSER, an
3 individual; and ROES 1-550 (all defendants collectively, "Defendants").

4 **THE PARTIES**

5 **Plaintiffs**

- 6 1. JANE DOE NO. 17 is an individual residing in the State of California.
7 2. JANE DOE NO. 18 is an individual residing in the State of Utah.
8 3. JANE DOE NO. 19 is an individual residing in the State of Nevada.
9 4. JANE DOE NO. 20 is an individual residing in the State of Florida.
10 5. JANE DOE NO. 21 is an individual residing in the State of New York.
11 6. JANE DOE NO. 22 is an individual residing in the State of Georgia.

12 **Defendants**

- 13 7. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of
14 business in San Diego County, California.
15 8. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego
16 County, California.
17 9. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place
18 of business in Clark County, Nevada.
19 10. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of
20 business in Clark County, Nevada.
21 11. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in
22 San Diego County, California.
23 12. M1M MEDIA, LLC is a California limited liability company with its principal place of business
24 in San Diego County, California.
25 13. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information
26 and belief, its "principal place of business" in Port Vila, Vanuatu.
27 14. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information
28 and belief, its "principal place of business" in Port Vila, Vanuatu.

1 15. MERRO MEDIA, INC. is a California corporation with its principal place of business in San
2 Diego County, California.

3 16. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal
4 place of business in Clark County, Nevada.

5 17. CLOCKWORK PRODUCTIONS, INC. is a corporation. Plaintiffs are unaware of what state or
6 foreign nation it is incorporated in.

7 18. UHD PRODUCTIONS, LLC is a limited liability company organized in the State of Wyoming
8 with its principal place of business in San Diego, California.

9 19. BUBBLEGUM FILMS, LTD is a business organization, form unknown, with, on information
10 and belief, its "principal place of business" in Port Vila, Vanuatu.

11 20. GREENHILL SERVICES, LTD. is a corporation. Plaintiffs are unaware of what state or
12 foreign nation it is incorporated in.

13 21. SIDLE MEDIA LIMITED is a corporation. Plaintiffs are unaware of what state or foreign
14 nation it is incorporated in.

15 22. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
16 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., MIM MEDIA, LLC,
17 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
18 MEDIA HOLDINGS, LLC; CLOCKWORK PRODUCTIONS, INC., UHD PRODUCTIONS, LLC,
19 BUBBLEGUM FILMS, LTD., GREENHILL SERVICES, LTD, SIDLE MEDIA LIMITED and ROES
20 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the business of online pornography
21 production, distribution, and sales. On information and belief, THE ENTITY DEFENDANTS own
22 and/or operate numerous online pornography websites, including, without limitation,
23 www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com.

24 23. MICHAEL J. PRATT ("PRATT") is an individual residing in San Diego County, California.
25 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,
26 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

27 24. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On
28 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS

1 – as well as a participant and “actor” in their pornography.

2 25. MATTHEW WOLFE (“WOLFE”) is an individual residing in San Diego County, California.
3 On information and belief, he is a sales agent and representative for each of THE ENTITY
4 DEFENDANTS – as well as a videographer of their pornography.

5 26. RIVA YOUSIF (“YOUSIF”) is an individual residing in San Diego County, California.

6 27. THEODORE GYI (“GYI”) is an individual residing in San Diego County, California.

7 28. VALERIE MOSER (“MOSER”) is an individual residing in San Diego County, California.

8 29. KAILYN WRIGHT (“WRIGHT”) is an individual that Plaintiffs are informed and believe and
9 thereon allege lives in Maricopa County, Arizona.

10 30. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales
11 agents, representatives, videographers, and/or “actors” of THE ENTITY DEFENDANTS.

12 31. Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued herein
13 as ROES 1 - 550, inclusive, and therefore sue these defendants by such fictitious names and allege that
14 ROES 1 - 550 are responsible in some manner for the occurrences herein alleged. Plaintiffs will amend
15 this complaint to allege their true names, capacities, and/or liabilities when ascertained.

16 32. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
17 contracting with Plaintiffs, Defendants were agents, servants, representatives, partners, joint venturers,
18 affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions herein
19 alleged. Defendants were and are acting within the course and scope of their authority as such agents,
20 servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or employees
21 and with the permission, authorization, consent, and ratification of each other.

22 33. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
23 contracting with Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, GYI,
24 MOSER, YOUSIF, WRIGHT, and ROES 251 – 550 acted as alter egos of each other. In particular,
25 they: (a) commingled their funds and other assets, failed to segregate funds between them, and have
26 without authorization diverted corporate funds and assets for noncorporate uses; (b) treated each other’s
27 assets as their own; (c) issued shares of one other to themselves and third parties haphazardly and
28 without authority; (d) held themselves out as being personally liable for the debts of each other; (e)

1 failed to maintain minutes and corporate records, and confused of the records of the separate entities;
2 (f) used the same business locations and employed the same employees; (g) failed to adequately
3 capitalize the entities; (h) used each other as a conduit for a single venture of themselves; (i) failed to
4 maintain arm's length relationships among themselves; and (j) diverted assets without consideration
5 from/to one another to the detriment of creditors, including Plaintiffs. Recognition of the privilege of
6 separate existences between these defendants would promote injustice, unfairness, and fraud. Any
7 separateness is to be disregarded. As such, Defendants are jointly and severally liable in this action as
8 alter egos.

9 JURISDICTION AND VENUE

10 34. This Court has jurisdiction over Defendants as they are physically present in San Diego County,
11 California and/or because Defendants committed the subject acts and omissions in San Diego County,
12 California.

13 35. Venue is proper as San Diego County is where Defendants reside and have their principal place
14 of business, the subject contracts were entered into, and/or the obligations and liability arose.

15 FACTUAL ALLEGATIONS

16 Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography

17 36. Defendants collectively run pornography websites, the main website being
18 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than
19 the San Diego Padres website. Defendants also collectively operate subscription based websites
20 www.mompov.com and www.girlsdotoys.com. In addition, Defendants have numerous free websites
21 where they publish short clips of the videos as advertisements for their subscription-based websites.
22 Defendants also run advertising websites that link to each of their subscription-based websites. For
23 example, Defendants' website www.girls-do-porn.com, which features Plaintiffs' likenesses, contains
24 advertisements and links to Defendants' "sister website" www.mompov.com. Likewise, Defendants'
25 website www.mompov.net, contains advertisements and links to www.girlsdoporn.com.

26 Defendants use offshore shell companies set up by a group notorious for money laundering and 27 tax evasion to run their fraudulent operation

28 37. Although Defendants use several entities to run the three subscription websites, they are

1 inextricably linked as a single operation run by a handful of people out of the same office space in
2 downtown San Diego, California, operated by the same credit card processing companies, and utilizing
3 the same sham offshore entities set up by the infamous GT Group, Ltd, which has laundered billions of
4 dollars for nefarious business operations such as the Sinoalan Cartel and Ukrainian gun runners. GT
5 Group Ltd. operates out of the tiny Pacific island nation, Vanuatu. Its website, since taken offline,
6 boasted:

7 GT Group Offshore has three typical packages for Nominee Services, allowing you to
8 achieve total privacy for yourself or your client. Through our vast experience and
9 knowledge of offshore services, we have been able to package these services to suit
10 almost any requirement. Should you seek something slightly different to our standard
11 options, please talk to us. It is also important to note that the fees shown below are our retail
12 fees. For your special discount price, please talk to us.

13 38. For a Level III package, the customer gets:

- 14 - Two Nominee Directors / Shareholders / Managers
- 15 - Printing your prepared documents
- 16 - Signing of up to 50 documents
- 17 - Power of Attorney, signed by both Nominees with Apostille (you provide the name &
18 details for our standard POA)
- 19 - Standard Resignation letter from each director
- 20 - Copy of each Directors Passport with Notarial Certification
- 21 - Notarisation and Apostille of one more document

22 39. To provide this “nominee” service, GT Group Limited incorporates thousands of shell
23 companies that, on paper, list a local (i.e. the “nominees”) as the director, shareholder and officer of the
24 company. GT Group Limited then pays these locals to sign the documents necessary to keep its shell
25 companies in good standing. However, the locals play no part in the shell companies other than signing
26 the documents. GT Group Limited then contracts with people seeking to utilize the anonymity of these
27 shell companies owned by the locals to conduct business anonymously. Defendant Oh Well Media
28 Limited, for example, is owned on paper by Abigail Kalopung—a local on Vanuatu. She is the sole
shareholder, officer and director of Oh Well Media Ltd. By paying GT Group Limited’s fee,
Defendants, however, control Oh Well Media Limited, giving them the ability to open bank accounts
and enter into contracts in the company’s name.

40. Defendants have set up at least three sham entities using GT Group Limited. Defendants’

1 website www.girlsdoporn.com indicates that it uses Oh Well Media Limited as its 2257¹ custodian and
2 lists its address as P.O. Box 6195, Port Vila, Vanuatu 65774, Poteau 540 208, Ave Due Capitain Cook
3 Seaside, Port Vila, Vanuatu 65774. Defendants' website www.girlsdoporn.com lists its 2257 custodian
4 as Sidle Media Limited, P.O. Box 6193 Port Villa, Vanuatu, Poteau 540 208, Ave Due Capitain Cook
5 Seaside, Port Vila, Vanuatu 65774. Finally, Defendants' other subscription website
6 www.mompov.com lists its 2257 custodian of records as "BUBBLEGUMFILMS INC" (sic), c/o GT
7 Group Limited, 1st Floor Pacific Building, Port Vila, Vanuatu 65774. www.girlsdoporn.com used to
8 list Bubblegum Films Inc. as its 2257 custodian at this same address but has since changed it to a
9 different sham entity started by GT Group Limited named Oh Well Media Limited.

10 **Defendants lie to the victims, repeatedly**

11 41. The young women appearing in Defendants' amateur pornography come from good families,
12 have never appeared in pornography before, are often paying their way through school, and are just
13 beginning their careers and adulthood. So, there is only way Defendants can convince these women to
14 have sex on film or produce other adult video material: Defendants lie to them.

15 42. Defendants advertise themselves across the country as a legitimate Southern California
16 modeling agency - on Craigslist and other websites. Defendants' Craigslist advertisements fail to even
17 mention that they are an online pornography company. Instead, they claim they are seeking models,
18 and often times contain a link in the Craigslist advertisement to www.beginmodelling.com or
19 www.modelinggigs.com. Neither of these websites mention anything about pornography. Using the
20 impression that they are applying for a typical modeling gig for, at most, swimsuit or lingerie, these
21 sham websites lure women into providing Defendants with pictures of themselves and their name, age,
22 height, weight, state, city, email, and phone number. If Defendants feel they have attracted a proper
23 target, they reach out to the women by phone and/or email in order to feel the women out more. Once
24 on the phone, Defendants are able to brazenly lie to the women without the fear of putting their lies in
25 writing, and in hopes of being able to cajole the women into filming a pornography.

26 ¹ 18 U.S.C. 2257 requires pornography companies to collect certain information from all persons appearing in the
27 pornographic films the produce to ensure they are over 18 years of age. Despite being operated out of San Diego,
28 Defendants list Oh Well Media Limited, Sidle Media Ltd. and Bubblegum Films, Inc. as their 2257 custodians on their
websites www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com, respectively. The entities have the same
address in Vanuatu— Poteau 540 208, Ave Duc Capitain Cook, Seaside, Port Vila, Vanuatu 65774.

1 43. When the young women ask Defendants where they will distribute the video, Defendants assure
2 them that they will not post the video online (or cause it to be so posted), they will not distribute the
3 video in the United States (or cause it to be so distributed), and they will keep each woman anonymous.
4 Defendants represent the videos will be on DVDs overseas (usually in Australia or New Zealand since
5 Defendants' themselves are from there and have an accent) and for private use.

6 44. If still not convinced by their lies, Defendants provide "references" who Defendants claim
7 previously shot a video (but, whose video is not yet released), to vouch for Defendants and promise the
8 same security, limited distribution, and anonymity. In addition, Defendants use several references that
9 either have not shot a video, or who know the videos are being posted online but are comfortable lying
10 to the prospective victims in order to earn a few dollars. Defendants coach the references on how to
11 handle various questions from the prospective women. As further incentive to lie to the women,
12 Defendants pay the reference more money if the prospective victim they speak with actually ends up
13 filming a video. Defendant WRIGHT is such an individual. WRIGHT filmed a video for Defendants
14 that was released in the Spring of 2015. WRIGHT was aware of Defendants' websites, that the
15 women's names would be released, but nevertheless acted as a reference for Defendants and repeatedly
16 lied to prospective victims by telling them the videos would not be posted online, and would instead be
17 released on DVDs in foreign countries.

18 45. For example, on February 24, 2016 at 7:23pm, a victim of Defendants' fraudulent scheme
19 received an email from "Jonathan N jobs@beginmodeling.com" stating:

20 This is Kaitlin, she is 19.
21 She is from Scottsdale, AZ and has done 2 shoots with us.
22 We pretty much paid for her breast job and she is recovering.
23 She also worked with the same talent that you will work with
24 Here is her cell: (480) ***-****,

25 [Formatting and sics in original.] The email had photographs of defendant WRIGHT attached.

26 46. An hour or so after this email, on February 24, 2016, the victim received a text message from
27 (480) ***-****, which is the same phone number Jonathan provided for WRIGHT. The following text
28 exchange occurred between the victim and WRIGHT (Defendants' paid agent):

1 WRIGHT: Hey [victim's name omitted] my name is Kailyn- Jonathon gave me your contact
2 info! Im sure you're nervous or maybe even sketched out a little bit but you
3 seriously have nothing to worry about! It's completely legit, once you land (if
4 you're flying in from out of town that is*) you will be picked up in a nice car and
5 taken to where you are shooting your scene and all that OH AND they pay you in
6 cash up front!

7 Okay so I am a very easily sketched out person when it comes to stuff like this I
8 was very Nervous but once I got there I felt like a complete idiot because I
9 realized I had nothing to worry about haha - lowkey was a little embarrassed
10 haha (emojis omitted) The model is super hot which is nice (emojis omitted) and
11 the photographer is super cool

12 It's you, the model, and the photographer in the room and no one else so it's not
13 uncomfortable or anything which is chill Girl if you have any questions please
14 **DO NOT**hesitate to text me or call or FaceTime or whatever!!!! (emojis
15 omitted)

16 VICTIM: Hey thank you for being so nice! That's exactly where I am at!

17 These aren't distributed in America right?

18 WRIGHT: No prob! And no they aren't!

19 VICTIM: Is there anyway they can get back to the US? I just have this shaky thing
20 with this guy I like love and I can't have anyone find out

21 WRIGHT: No no no you're totally fine!

22 That's what I was worried about but there is absolutely no way anyone will find
23 out

24 VICTIM: Where are the videos going exactly? Like DVDs I think he said in Australia UK,
25 but like DVDs or .. ?

26 WRIGHT: Yeah so it goes out to wealthier countries; yea DVDs and stuff like that but
27 nothing online!

28 47. In their discussions with these young woman, Defendants use aliases and mention nothing about
their website(s) where they plan to post the videos, or the websites on which they plan to publically
promote and advertise the videos. Defendants also mention nothing about: (a) all of the other young
women whose lives they have irreparably damaged earlier by Defendants' video publication and
promotion (b) all of the other young women imploring them to stop and to take down their videos; and
(c) all of the complaints that they (and their legal counsel) have received from other young women and
their families.

1 48. After Defendants lie to the young women, they book rooms at upscale San Diego County hotels,
2 most often at major high-end chains in downtown San Diego (e.g., Hilton, Hyatt, Marriot). If the
3 young women are not in Southern California, Defendants book flights for the women.

4 49. Defendant YOUSIF, MOSER or GARCIA typically pick the women up from the airport. In the
5 car, they reassure the women Defendants will not publish the videos on the Internet.

6 50. Once the young women are confined to the hotel room, Defendants tell the women they look
7 nervous, need to relax and then try to persuade them to drink alcohol and/or smoke marijuana, which
8 GARCIA consumes regardless of whether the women choose to do so. YOUSIF typically acts as the
9 makeup artist for most women. While applying makeup, YOUSIF again reassures the women the video
10 will not be released online, and generally appeases any concerns the women express.

11 51. Before filming begins, GARCIA asks the women to take off their clothes so that they may take
12 pictures to send to the "boss." After sending the pictures to the boss. Defendants routinely tell the
13 women, after they have flown to San Diego, are naked, and confined in a hotel room, that the boss
14 cannot pay them the agreed upon price because the woman has cellulite, a bruise, breast reduction
15 scars, too small breasts, tattoos, etc. Defendants routinely accuse the women of sending them
16 misleading pictures in hopes to con the women into accepting less than they were promised before
17 flying to San Diego. If the woman refuses to shoot the film for less money, Defendants threaten to sue
18 the woman for the price of the flight and hotel room Defendants had paid for or threaten to cancel the
19 woman's return flight, which Defendants booked and have control over. The vast majority of women
20 flown to San Diego are paid less than the agreed upon amount when they decided to board a plane and
21 fly across the country.

22 52. After the repeated misrepresentations, and sometimes after alcohol and marijuana Defendants
23 provide, and while confined in a hotel room with unknown men, Defendants present the women with
24 documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while
25 continuing to orally misrepresent their intent for the video's eventual distribution; (c) while continuing
26 to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based
27 pornography website that has damaged other young women's lives); and (d) often lying about the
28 purported nature and effect of the documents. The documents are full of legalese and fail to mention

1 www.girlsdoporn.com or any of the free public websites that Defendants intend to publish the videos.
2 Instead, the documents indicate Defendants work for "Bubblegum Casting" or "BLL Media." If the
3 names of these companies are Googled, which several women have done when presented with the
4 documents, the companies have sham websites that give the impression they are legit media companies.
5 Nothing on either of these websites indicates the videos are destined for www.girlsdoporn.com, any of
6 Defendants' other websites, or free websites like www.pornhub.com, where Defendants' videos have
7 been viewed almost 500 million times.

8 53. A few months after filming, despite their earlier representations, Defendants release the videos
9 on, at least, www.girlsdoporn.com (their monthly subscription-based website) and www.girls-do-
10 porn.com (a free website with clips of the videos that then directs the user to www.girlsdoporn.com).
11 Defendants also release/license all or part of the videos all over the Internet on a multiple of free
12 pornography websites – in part, to advertise www.girlsdoporn.com with the images and likenesses of
13 the young women. Defendants post clips of the videos on popular websites like www.youporn.com or
14 www.pornhub.com as advertisements.

15 54. Interestingly, and by no accident, GARCIA'S (and any other male participant's) face is
16 intentionally cut from the frame and not shown in any video released by Defendants. Soon after the
17 release, someone who knows one of the young women will notify them the video is online. This
18 becomes the first time the young women have ever heard of Defendants' main website:
19 www.girlsdoporn.com.

20 55. When the young women reach out to Defendants, they discover Defendants have changed their
21 phone numbers (they use disposable phones and/or changeable Internet phone numbers) and have also
22 used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and WOLFE often
23 uses "Ben" or "Isaac"). Defendants then refuse to talk to the women, hang up on them, and/or block
24 their calls. If the women get in contact with Defendants' counsel, they refuse to even give Plaintiffs
25 copies of any signed documents and threaten them with legal action.

26 56. After Defendants cause the videos to be distributed online, Defendants, their subscribers, and/or
27 Internet stalkers release Plaintiffs' real names online, usually on blogs followed by "fans" and
28 subscribers of www.girlsdoporn.com. Defendants also post pictures of Plaintiffs on

1 www.pornwikileaks.com, which they bought in November 2015. The posts on
2 www.pornwikileaks.com also contain links to the women's social media accounts, their family's social
3 media accounts, high school information and other personal information that would garner attention
4 from people that want to find out intimate details about the women. Defendants then embed
5 advertisements inside the posts on www.pornwikileaks.com that link to their subscription websites. As
6 a result (of which Defendants are cognizant), third parties often then stalk, harass, bully, and blackmail
7 the young women and their families – online, by telephone, and in-person.

8 57. Once Defendants release the five to ten minute clip of the woman's video, it spreads like
9 wildfire through their hometowns, colleges, high schools, and workplace. Within a day or two, almost
10 every person the woman knows has been sent a link to the video. This appears to be designed by
11 Defendants in order to make the videos go viral by sending links to people close to Plaintiffs on social
12 media—whether it be family, friends, classmates, sorority members, etc., all of which can be gleaned
13 from viewing the Plaintiff's social media accounts. Thus, when high school or college classmates or
14 coworkers get a link for the five to ten minute clip Defendants released, they are inclined to purchase a
15 subscription to Defendants' websites to see the entire 45 minute video.

16 58. Because of Defendants, some of these young women lose relationships with friends, significant
17 others, and family. Some lose or change jobs, and some are forced to leave their school. Months to
18 years after the videos, many are still harassed by strangers on the Internet. And almost all have
19 suffered severe psychological and emotional damage -- some have even considered and even attempted
20 suicide.

21 59. Below, are more specific facts and claims relating to six young women.

22 **JANE DOE NO. 17**

23 60. Around July 2015, JANE DOE NO. 17 was pursuing modeling as a career, in addition to being
24 a full-time student. While searching for modeling jobs on Craigslist.com, JANE DOE NO. 17
25 discovered a modeling advertisement for "Begin Modeling." The advertisement contained a link to
26 www.beginmodeling.com. As alleged above, www.beginmodeling.com website features modeling
27 pictures, not pornography. Believing it was a typical modeling job, JANE DOE NO. 17 responded the
28 advertisement indicating she was interested.

1 61. JANE DOE NO. 17 spoke with "Stephen" on the telephone and via text message about what the
2 job would entail. JANE DOE NO. 17 is informed and believes that "Stephen" is really defendant
3 MATTHEW WOLFE. WOLFE told JANE DOE NO. 17 that she would be taking "artistic pictures"
4 and that some nudity would be involved. WOLFE told her she would be paid \$650 for the shoot.
5 During these discussions, WOLFE never told JANE DOE NO. 17 the job would entail pornography or
6 that he and the other defendants operated www.girlsdoporn.com, had filmed hundreds of pornographic
7 videos and published them on the Internet.

8 62. To ensure she was comfortable with the nudity, WOLFE provided JANE DOE NO. 17 with a
9 reference that she could speak with. She spoke with "Kaylin," whom she is informed and believes is
10 defendant KAILYN WRIGHT. WRIGHT told JANE DOE NO. 17 a few things about the shoot, but
11 never mentioned pornography. WRIGHT told JANE DOE NO. 17 that she felt very comfortable with
12 Defendants and that they were very nice men.

13 63. WOLFE told JANE DOE NO. 17 to meet her at the Omni Hotel in downtown San Diego. Once
14 there, JANE DOE NO. 17 met WOLFE, who took her to the MAC store in Fashion Valley mall to get
15 her makeup done. WOLFE still had not advised JANE DOE NO. 17 the job was to film pornography.
16 After the mall, the two returned to the Omni Hotel.

17 64. Once they reached the hotel room, WOLFE causally mentioned it would be a pornography.
18 JANE DOE NO. 17 told him she would not film a pornography. WOLFE then offered three times the
19 amount they had previously offered for the photos. JANE DOE NO. 17 refused again. WOLFE and
20 GARCIA then told JANE DOE NO. 17 that she had nothing to worry about because the videos would
21 never be released online. They then gave JANE DOE NO. 17 a vodka cranberry cocktail to drink to, as
22 they put it, "loosen up." WOLFE became agitated when JANE DOE NO. 17 would still not agree to
23 shoot the video. He then told her how she had caused them to spend large amounts of money and time
24 setting up the shoot. He then offered her \$4,000.

25 65. Based on the representations made by WOLFE and GARCIA that she would remain
26 anonymous, and needing money, JANE DOE NO. 17 reluctantly agreed to film the video under the
27 belief that it would never be posted on the Internet.

28 66. Prior to filming, GARCIA offered JANE DOE NO. 17 a hit of the marijuana he was smoking.

1 GARCIA told her that he should not have let her smoke it but it would be "our secret."

2 67. GARCIA and WOLFE coached JANE DOE NO. 17 how to act during the interview portion of
3 the video and how to answer questions. Multiple times during the filming of the interview portion,
4 WOLFE would make JANE DOE NO. 17 re-answer questions because she was either not acting happy
5 enough or did not like the answer. For example, at the time, JANE DOE NO. 17 was not dating
6 anyone. WOLFE did not like that answer and told her to say she had a boyfriend. In addition, she told
7 them she agreed to film the video because she needed the money to pay rent. They did not like this
8 response, and asked her to change it.

9 68. The filming was very painful. During one portion, JANE DOE NO. 17 gagged, vomited into
10 her mouth, and choked. She told them she needed to stop and go to the bathroom. They told her to stay
11 there and finish the scene. At one point during the filming, she was in such pain that she started crying.
12 WOLFE stopped filming, demanded that she go to the restroom to fix her makeup, and then re-shoot
13 the entire scene over. At this time, JANE DOE NO. 17 told WOLFE that she was wanted to leave the
14 hotel room and go for a walk to get some fresh air. WOLFE and GARCIA would not let her leave and
15 forced her to stand on the balcony instead. WOLFE told JANE DOE NO. 17 she needed to "get over
16 it" and that they would keep re-recording the scenes until she looked "into it."

17 69. A few months later, a friend sent JANE DOE NO. 17 a link to the video. Thereafter, all of her
18 friends and family quickly learned of the video. JANE DOE NO. 17 tried calling WOLFE, but he
19 blocked her number.

20 **JANE DOE NO. 18**

21 70. Around January 2016, JANE DOE NO. 18 was searching for modeling jobs on Craigslist. She
22 found a posting that included a link to the website www.ModelingGigs.com. As alleged above, this
23 website did not mention pornography and instead featured pictures of clothed women in typical
24 modeling poses. JANE DOE NO. 18 responded to the advertisement thinking it was for modeling.

25 71. She received a call from "Mark" and began exchanging emails, phone calls and text messages.
26 During her conversations, Mark told JANE DOE NO. 18 she would be paid \$4,500 to shoot with a
27 male. JANE DOE NO. 18 told Mark she had serious concerns that it would end up online, and that she
28 was concerned her friends and family would find the video. Mark assured her they would not publish

1 the video on the Internet and it would instead be distributed in DVD. Mark informed JANE DOE NO.
2 18 that the video would be distributed in Australia and South America.

3 72. Mark provided a reference for JANE DOE NO. 18 to speak with, which she did. The reference
4 told JANE DOE NO. 18 that the Defendants were great to work with and the job was easy.

5 73. JANE DOE NO. 18 flew to San Diego on or about January 26, 2016. At this time, she believed
6 she had the opportunity to either shoot still frame photographs, as depicted on the website, or film a
7 pornography.

8 74. When she arrived, defendant GYI picked up JANE DOE NO. 18 from the airport and took her
9 to GARCIA's apartment. JANE DOE NO. 18 waited there for hours alone until the makeup artist to
10 arrive. The makeup artist arrived, did JANE DOE NO. 18's makeup, and then her, GARCIA and GYI
11 went to a hotel. On the way to the hotel, GARCIA stopped to buy marijuana.

12 75. JANE DOE NO. 18 again asked GARCIA and GYI about the distribution of the video.
13 GARCIA and GYI assured her it would not be published on the Internet.

14 76. Once at the hotel, GARCIA and GYI presented JANE DOE NO. 18 with documents to sign.
15 They told JANE DOE NO. 18 the documents were just permission to use the video overseas. They
16 again told JANE DOE NO. 18 the video would never be posted online, would never distributed in the
17 United States, that the video would never be connected to her, and that she would remain anonymous.
18 GARCIA and GYI yelled at JANE DOE NO. 18 that they were in a hurry and that she just needed to
19 sign them so they could start.

20 77. JANE DOE NO. 18 told GARCIA and GYI she was nervous. GARCIA and GYI therefore
21 gave her marijuana and several shots of vodka. They also told JANE DOE NO. 18 she could stop
22 filming at any time.

23 78. Prior to filming the interview portion, GARCIA and GYI coached JANE DOE NO. 18 on what
24 to say and how to act. She advised them she was not comfortable lying, and they pushed her to do so.
25 They also told her she needed to act flirtatious and excited to be there, even if she was not. They made
26 JANE DOE NO. 18 re-film different portions of the interview scene if they were not happy with her
27 answer, or if she was not flirtatious or excited enough.

28 79. During filming, JANE DOE NO. 18 told GARCIA and GYI that she was in serious pain.

1 Several times, GYI stopped filming because JANE DOE NO. 18 was in visible pain. When she told
2 them how much pain she was in, GARCIA and GYI assured JANE DOE NO. 18 the shoot was almost
3 over, which it was not. The shoot continued on for hours. Eventually, JANE DOE NO. 18 began
4 bleeding vaginally. She demanded that GARCIA stop, and told GARCIA and GYI she was leaving.
5 When she tried to leave, GARCIA and GYI blocked the hotel room door and pushed her back. They
6 then told her that if she did not finish filming, they would take back all of her money, publish what
7 footage they already had online with her name attached to it, and cancel her return flight home. With
8 nowhere to go, and because Defendants controlled her flight home, JANE DOE NO. 18 had no choice
9 but to abide by GARCIA and GYI's commands until they were done with her.

10 80. Once filming ended, GARCIA and GYI told JANE DOE NO. 18 she had to stay in the hotel
11 room, and film a "solo shoot" the next day, which she had never agreed to do. JANE DOE NO. 18 told
12 them to leave, but they refused and ordered room service. GARCIA and GYI smoked more marijuana
13 and began watching television. Despite being promised four thousand five hundred dollars (\$4,500),
14 GARCIA only paid JANE DOE NO. 18 \$3,000. JANE DOE NO. 18 told them she was owed more
15 money, and GARCIA said she could speak with Mark about that in the morning. Eventually, they left.

16 81. The next morning, JANE DOE NO. 18 called Mark to ask when her flight home was and how
17 she would get to the airport. Mark told her someone would pick her up in the same black Escalade
18 they had previously picked her up from the airport in.

19 82. Another man she did not recognize picked JANE DOE NO. 18 up from the hotel in the black
20 Escalade. JANE DOE NO. 18 got in believing the man was taking her to the airport. The man drove
21 JANE DOE NO. 18 to the airport. However, once there, he told her that Mark had cancelled her flight
22 (which was scheduled for 10:19am) because she was going to shoot the solo video—something she had
23 repeatedly refused to do. The driver advised JANE DOE NO. 18 he had driven to the airport because
24 he was there to pick up another young woman, which they did. The man drove the two women back to
25 GARCIA's apartment.

26 83. There, JANE DOE NO. 18 called "Mark" and told him she was owed the full \$4,500 and that
27 she needed to leave immediately. In response, "Mark" told JANE DOE NO. 18 they had paid her less
28 because her body was not as good as they thought, that she was "immature" for bringing up money, and

1 that if she wanted the full \$4,500 she would have to film the solo scene. Mark continued to yell at her
2 on the phone trying to convince her to do the solo shoot. JANE DOE NO. 18 refused, and Mark
3 eventually agreed fly her home that day.

4 84. Around February 15, 2016, JANE DOE NO. 18 received a text message from high school friend
5 with a link to the video. Thereafter, the video spread quickly to every one of JANE DOE NO. 18's
6 friends and family.

7 85. JANE DOE NO. 18 is informed and believes and thereon alleges that "Mark" is actually
8 defendant PRATT.

9 **JANE DOE NO. 19**

10 86. Around November 2016, JANE DOE NO. 19 responded to the advertisement and corresponded
11 with who she believes was defendant PRATT by email and text message. PRATT told her that the job
12 was 30 minutes and only to the level to which she was comfortable. JANE DOE NO. 19 asked PRATT
13 where the scenes would be distributed. PRATT told her they would not post the video online, they
14 would not distribute the video in the United States, and that she would remain anonymous. JANE DOE
15 NO. 19 also spoke with two reference women, who ratified PRATT'S representations.

16 87. On November 15, 2016 around 7:00 p.m., YOUSIF picked JANE DOE NO. 19 up at the San
17 Diego airport and drove her to the Omni San Diego Hotel in downtown San Diego. YOUSIF concealed
18 the fact JANE DOE NO. 19' modeling job was actually video pornography and destined for
19 www.GirlsDoPorn.com, for which she has worked for years.

20 88. After JANE DOE NO. 19 arrived at the Omni San Diego Hotel, YOUSIF called PRATT and
21 GYI, but no cameraman showed up. So, Defendants cancelled her flight home and made her stay in
22 the room alone all night.

23 89. Around 9:00 a.m. on November 16, 2016, PRATT, GARCIA (going by his alias "Jonathan"),
24 GYI and a man named "Markus" arrived. JANE DOE NO. 19 told the four (4) men she was
25 uncomfortable and asked to fly home to Seattle. The four men got angry and cancelled her flight yet
26 again, then locked the hotel room. They told her she had to do the pornography video, offered her
27 \$4,000, and would only get her a flight home to Seattle when it was over.

28 90. Defendants then offered JANE DOE NO. 19 alcohol and marijuana (which GARCIA was

1 already drinking and smoking), but she declined. Defendants then handed her documents to sign, but
2 would not allow her to read them and again represented that she would remain anonymous. They
3 assured her there was nothing to worry about, promised her privacy, and said nobody she knew would
4 see the videos. The Defendants promised to email JANE DOE NO. 19 what she signed, but later
5 refused to.

6 91. Relying on Defendants' representations of foreign, discrete distribution, and wanting to fly
7 home, JANE DOE NO. 19 participated in the video. While making the video, JANE DOE NO. 19 told
8 them she was uncomfortable and wanted to leave. Defendants told her there was no option to stop.
9 While making the video, JANE DOE NO. 19 was forced to perform sexual acts she did not agree to; if
10 she declined, GARCIA would manipulate her aggressively.

11 92. After the video, Defendants refused to pay JANE DOE NO. 19 the full \$4,000, and only paid
12 her \$3,000, telling her, among other things, that her "body was a 10, but her face was a 7."

13 93. Around January 2017, Defendants released JANE DOE NO. 19's video on
14 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-
15 workers, and employer. JANE DOE NO. 19 emailed PRATT asking him to take down the video, but
16 he ignored her. JANE DOE NO. 19 called PRATT, then he said he did not know her and hung up.
17 JANE DOE NO. 19 then texted PRATT, saying she would have a lawyer contact him. PRATT replied
18 with the following threat and denigration by text message: "lol yeah good luck we got all convos and
19 the entire fucking shoot on video your a joke [sic]."

20 94. The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 19's real name
21 and her contact information (social media, phone, email, etc.) on other websites. People then harassed
22 JANE DOE NO. 19 through social media, text message, and by phone. She has had to go to counseling
23 for suicidal thoughts, is often unable to go out in public, has lost friends, and has had to delete her
24 social media and change her phone number.

25 **JANE DOE NO. 20**

26 95. Around September 2015, JANE DOE NO. 20 responded to a Craigslist ad for modeling for
27 www.modelingwork.com. That website, like the others, mentions nothing about pornography and
28 appears to be a company that photographs fashion models.

1 96. "Mike@modelingwork.com" responded to JANE DOE NO. 20. Mike eventually advised JANE
2 DOE NO. 20 the job was for an adult film and they would pay her \$5,000 for the video. As requested,
3 JANE DOE NO. 20 provided them with pictures of herself. During a phone call, Mike told JANE DOE
4 NO. 20 that the video would never be published online or distributed in the United States. He also
5 provided a phone number for "Cat" whom he said was a woman who had filmed a similar video that
6 could confirm the video would not be published on the Internet. JANE DOE NO. 20 and Cat
7 exchanged text messages and spoke on the phone. During these conversations, Cat advised that she had
8 filmed a video for Defendants and that her video was not online and that nobody she knows has ever
9 seen it.

10 97. Mike booked a flight for JANE DOE NO. 20 to fly to San Diego. However, JANE DOE NO.
11 20 had second thoughts and cancelled. Mike began calling JANE DOE NO. 20 repeatedly. When she
12 answered, Mike began trying to convince JANE DOE NO. 20 to recommit to filming. Mike confirmed
13 over and over that the video would not be published online. She again agreed to film the video based
14 on these promises and representations.

15 98. When they presented her with paperwork to sign, JANE DOE NO. 20 again sought reassurance
16 the videos would not be published on the Internet, which they confirmed they would not do. GARCIA
17 represented the paperwork was for tax purposes.

18 99. Defendants only paid JANE DOE NO. 20 \$2,500 because, as GARCIA put it, she was "not
19 what Mark expected," and because she had tattoos—something that was clearly visible from the photos
20 she sent to Defendants before flying to San Diego.

21 100. Around January 2016, Defendants published JANE DOE NO. 20's video on the Internet.
22 Thereafter, numerous people sent clips of the video to JANE DOE NO. 20 with rude and suggestive
23 comments.

24 **JANE DOE NO. 21**

25 101. In May 2015, JANE DOE NO. 21 responded to a Craigslist advertisement for modeling. She
26 began speaking with "Jonathan N," who told her they were seeking women for an adult gig in Southern
27 California. Jonathan offered to pay JANE DOE NO. 21 \$3,500 to shoot a 30 minute film. Jonathan
28 told JANE DOE NO. 21 the video would be distributed on DVD overseas and not in the United States,

1 and assured they would not publish it on the Internet. Jonathan also told JANE DOE NO. 21 she could
2 view the male performer's STI results before the filming began .

3 102. Jonathan provided names of several references with whom JANE DOE NO. 21 spoke. The
4 references acted bubbly and enthusiastic about their experience with Defendants. The references never
5 mentioned they were paid, and confirmed the videos would not be released on the Internet.

6 103. JANE DOE NO. 21 agreed to fly to San Diego on the terms reached during these discussions
7 with Jonathan and the references.

8 104. JANE DOE NO. 21 discovered that defendant GARCIA was the man with whom she had been
9 speaking that purported to be "Jonathan." During the shoot, GARCIA demanded that she have sex in
10 ways she had not agreed to during her phone calls with Jonathan. When JANE DOE NO. 21 said no,
11 GARCIA told her they'd already paid her and that she was obligated.

12 105. Around June 2015, Defendants released JANE DOE NO. 21 video despite the many
13 representations that it would not be.

14 **JANE DOE NO. 22**

15 106. Around January 2015, JANE DOE NO. 22 responded to a Craigslist advertisement for modeling
16 with the headline "Females Escape The Snow And Make \$5k." A person using the email "Johnathan :
17 jobs@beginmodeling.com (sic)" told her the job would be 30 minutes of video and that "[n]one of your
18 personal information will be given out in the video or afterwards , no names etc are used in the video.
19 (sic)." Johnathan represented to JANE DOE NO. 22 the videos would be distributed on DVD in
20 Australia and New Zealand and would not be published online.

21 107. Between January 2015 and July 2015, JANE DOE NO. 22 flew to San Diego and filmed three
22 videos for Defendants.

23 108. Before filming each video, Defendants assured JANE DOE NO. 22 the videos would not be
24 published online and that she would remain anonymous. Defendants reiterated this when they provided
25 JANE DOE NO. 22 with a contract to sign. Each time, JANE DOE NO. 22 tried to read the documents
26 Defendants had provided her, but was rushed through by Defendants and she did not understand the
27 content she was able to read. She did, however, understand Defendants representation that they would
28 not post the videos on the Internet.

1 109. Around August 2015, JANE DOE NO. 22 learned that Defendants had published her videos
2 online. When she contacted Defendants, they ignored her and blocked her phone calls.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **INTENTIONAL MISREPRESENTATION**

6 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

7 110. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
8 though set forth herein, including, without limitation, the agency and alter ego allegations.

9 111. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
10 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
11 agreements), Defendants represented: they would not post the videos online (or cause such publication),
12 they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs
13 would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause
14 the videos to be posted online or distributed in the United States. Defendants at all times assured
15 Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would
16 see the videos. Defendants caused other women to reiterate these representations to Plaintiffs. Finally,
17 Defendants represented they would pay Plaintiffs certain sums of money; as set forth above, some of
18 Plaintiffs did not receive the sums represented.

19 112. Those representations were false.

20 113. Defendants intended that Plaintiffs rely on the above representations when each young woman
21 decided to make an adult video.

22 114. Plaintiffs reasonably relied on the representations.

23 115. Plaintiffs have been harmed by their reasonable reliance in that Defendants published their
24 videos online, published their videos in the United States, and released Plaintiffs' real names.

25 116. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
26 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
27 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
28 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,

1 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
2 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
3 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
4 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
5 also seek injunctive relief.

6 117. Defendants were acting individually and on behalf of each other when they made each of these
7 representations and, when one of them made a representation, the others ratified the representation
8 and/or knew of the misrepresentation and failed to correct it.

9 118. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
10 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
11 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
12 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
13 forth above.

14 119. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
15 of punitive damages pursuant to Section 3294 of the California Civil Code.

16 **SECOND CAUSE OF ACTION**

17 **FRAUDULENT CONCEALMENT**

18 **(All Plaintiffs against All Named Defendants and ROES 1 – 500)**

19 120. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
20 though set forth herein, including, without limitation, the agency and alter ego allegations.

21 121. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
22 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
23 agreements), Defendants actively concealed their true identities (their individual names and, more
24 importantly, the identity of www.girlsdoporn.com, on which they intended to publish Plaintiffs nude
25 photos and sex acts). At all these times, they actively concealed the fact their true intention was to post
26 the videos online and distribute them in the United States – or cause such publication and distribution.
27 At all these times, Defendants also concealed the facts regarding: (a) all of the other young women
28 whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; (b)

1 all of the other young women imploring them to stop and to take down their videos; and (c) all of the
2 complaints that they (and their legal counsel) have received from other young women and their
3 families.

4 122. Defendants owed Plaintiffs duties to disclose this information as, among other reasons, they
5 provided some information to Plaintiffs during correspondence, and during contract and business
6 negotiations.

7 123. Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their
8 website, their business, their video distribution, and the likelihood of injury to and harassment of
9 Plaintiffs.

10 124. Defendants concealed these facts with the intent to induce Plaintiffs to make the adult videos.

11 125. The concealed information was objectively material to any reasonable person and caused
12 Plaintiffs to make the adult videos.

13 126. Plaintiffs justifiably relied on Defendants' false representations.

14 127. Defendants' failure to disclose these material facts to Plaintiffs was substantial factor in causing
15 their harm. Had Plaintiffs known of the undisclosed facts, they would not have made the adult videos.

16 128. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.

17 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
18 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
19 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
20 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
21 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
22 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
23 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
24 also seek injunctive relief.

25 129. Defendants were acting individually and on behalf of each other when they made each of these
26 omissions and, when one of them made an omission, the others ratified the omission and/or knew of the
27 omission and failed to correct it.

28 130. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of

1 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
2 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
3 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
4 forth above.

5 131. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
6 of punitive damages pursuant to Section 3294 of the California Civil Code.

7 **THIRD CAUSE OF ACTION**

8 **FALSE PROMISE**

9 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

10 132. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
11 though set forth herein, including, without limitation, the agency and alter ego allegations.

12 133. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
13 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
14 agreements), Defendants made promises to Plaintiffs that: they would not post the videos online (or
15 cause such publication), they would not distribute the videos in the United States (or cause such
16 publication), and Plaintiffs would remain anonymous. Defendants promised Plaintiffs that would not
17 cause the videos to be posted online or distributed in the United States. Defendants promised Plaintiffs
18 there was nothing to worry about, promised privacy, and promised nobody they knew would see the
19 videos. Finally, Defendants represented they would pay Plaintiffs certain sums of money; as set forth
20 above, some of Plaintiffs did not receive the sums represented.

21 134. Defendants' affirmative promises were of material fact and important as Plaintiffs would not
22 have otherwise made the adult videos.

23 135. Defendants did not intend to perform these promises at the times they made them, and have not
24 performed as promised. Defendants knew their promises were false and merely wanted Plaintiffs to
25 make the videos for Defendants' benefit.

26 136. Defendants intended to induce Plaintiffs to alter their positions in reliance on the promises by
27 making the adult videos.

28 137. Plaintiffs justifiably and reasonably relied on Defendants' promises and Defendants' affirmative

1 promises were an immediate cause of Plaintiffs' conduct.

2 138. Defendants did not perform the promises.

3 139. As an actual and proximate cause of Defendants' false promises and Plaintiffs' justifiable
4 reliance, Plaintiffs were damaged in that Defendants posted the videos online, distributed the videos in
5 the United States, and released Plaintiffs' names.

6 140. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
7 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
8 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
9 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
10 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
11 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
12 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
13 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
14 also seek injunctive relief.

15 141. Defendants were acting individually and on behalf of each other when they made each of these
16 omissions and, when one of them made a false promise, the others ratified it, and/or knew of the false
17 promise and failed to correct it.

18 142. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
19 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
20 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
21 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
22 forth above.

23 143. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
24 of punitive damages pursuant to Section 3294 of the California Civil Code.

25 **FOURTH CAUSE OF ACTION**

26 **NEGLIGENT MISREPRESENTATION**

27 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

28 144. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as

1 though set forth herein, including, without limitation, the agency and alter ego allegations.

2 145. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
3 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
4 agreements), Defendants represented: they would not post the videos online (or cause such publication),
5 they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs
6 would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause
7 the videos to be posted online or distributed in the United States. Defendants at all times assured
8 Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would
9 see the videos. Defendants caused other women to reiterate these representations to Plaintiffs.

10 146. The representations were false and although Defendants may have honestly believed that the
11 representations were true, they had no reasonable grounds for believing the representations were true
12 when they made them.

13 147. Defendants intended that Plaintiffs would rely on the above representations in their decisions to
14 make the adult videos.

15 148. Plaintiffs reasonably relied on Defendants' misrepresentations in their decisions to make the
16 adult videos.

17 149. Plaintiffs' reliance on Defendants' false representations was a substantial factor in causing their
18 harm in that Defendants posted their videos online, published their videos in the United States, and
19 released Plaintiffs' names.

20 150. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
21 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
22 plaintiff, and consists of, at least, compensatory damages, including, but not limited to the difference in
23 value in what the parties exchanged (i.e., the money Plaintiffs received for what they were told was
24 *limited* distribution and what Defendants profited through *global* distribution).

25 ///

26 ///

27 ///

28 ///

FIFTH CAUSE OF ACTION

MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]

(JANE DOE NO. 17, JANE DOE NO. 18, JANE DOE NO. 19, AND JANE DOE NO. 20 against

All Named Defendants and ROES 1 - 500)

151. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

152. Defendants used Plaintiffs' names, likenesses, and/or identities without Plaintiffs' permission, though fraud, and/or without promised consideration, including, without limitation, on Defendants' websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release purporting to give Defendants unconditional use of The Plaintiff's videos is unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue influence, and/or Defendants' unclean hands.

153. Defendants' gained a commercial benefit by using Plaintiffs' names, likenesses, and/or identities.

154. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites, and through the date of this amended complaint, Defendants have republished and redirected the misappropriated content to different websites and to different audiences. Defendants have republished Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct the same form of repetitive mass advertising on their fan blogs and forums, and on their own social media.

155. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm. Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to

1 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
2 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
3 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
4 also seek injunctive relief.

5 156. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
6 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
7 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, likenesses, and/or
8 identities at the time and place and via the manner set forth above; and (3) pursuant to their agreement,
9 Defendants injured Plaintiffs, as set forth above.

10 157. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
11 award of punitive damages pursuant to Section 3294 of the California Civil Code.

12 **SIXTH CAUSE OF ACTION**

13 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

14 (JANE DOE NO. 17, JANE DOE NO. 18, JANE DOE NO. 19, AND JANE DOE NO. 20 against
15 All Named Defendants and ROES 1 - 500)

16 158. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
17 though set forth herein, including, without limitation, the agency and alter ego allegations.

18 159. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, Defendants
19 knowingly used Plaintiffs' names, voices, photographs, video, and likenesses to advertise or sell
20 subscriptions to Defendants' businesses.

21 160. Defendants' use did not occur in connection with a news, public affairs, or sports broadcast or
22 account, or with a political campaign.

23 161. Defendants did not have Plaintiffs' consent, obtained it through fraud, and/or without promised
24 consideration. Finally, any release purporting to give Defendants unconditional use of The Plaintiff's
25 videos is unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue
26 influence, and/or Defendants' unclean hands.

27 162. Defendants use of Plaintiffs' names, voices, photographs, video, and likenesses was directly
28 connected to Defendants' commercial purpose.

1 163. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites,
2 and through the date of this amended complaint, Defendants have republished and redirected the
3 misappropriated content to different websites and to different audiences. Defendants have republished
4 Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the
5 Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where
6 Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and
7 advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have
8 been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct
9 the same form of repetitive mass advertising on their fan blogs and forums, and on their own social
10 media.

11 164. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
12 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
13 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
14 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
15 embarrassment, mortification, shame, and fear; (b) compensatory damages and/or statutory damages,
16 including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment damages
17 (i.e., the money Plaintiffs received for what they were told was *limited* distribution and what
18 Defendants profited through *global* distribution). The Plaintiff also seek injunctive relief.

19 165. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
20 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
21 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, voices, photographs,
22 video, and likenesses at the time and place and via the manner set forth above; and (3) pursuant to their
23 agreement, Defendants injured Plaintiffs, as set forth above.

24 166. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
25 award of punitive damages pursuant to Section 3294 of the California Civil Code.

26 ///

27 ///

28 ///

SEVENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**(JANE DOE NO. 17, JANE DOE NO. 18, JANE DOE NO. 19, AND JANE DOE NO. 20 against
All Named Defendants and ROES 1 - 500)**

167. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

168. Defendants concealed the fact they run an online pornography website. In order to get Plaintiffs to make adult videos, Defendants lied to Plaintiffs about the distribution. They assured Plaintiffs there was nothing to worry about and promised privacy. Defendants knew all of the other young women whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; all of the other young women imploring them to stop and to take down their videos; and all of the complaints and they (and their legal counsel) have received from other young women and their families. Defendants used Plaintiffs' videos and names to commercially promote their websites and enrich themselves. This conduct was outrageous as it exceeded all bounds of common decency usually tolerated by a civilized society.

169. Defendants intended to inflict the injuries stated herein upon Plaintiffs, or the injuries were substantially certain to result from Defendants' conduct.

170. Defendants' outrageous conduct actually and proximately caused Plaintiffs to suffer serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, fear, and – for some - consideration of suicide. Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff.

171. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, Defendants intentionally inflicted severe emotional distress upon Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set forth above.

172. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award

1 of punitive damages pursuant to Section 3294 of the California Civil Code.

2 **EIGHTH CAUSE OF ACTION**

3 **NEGLIGENCE**

4 **(JANE DOE NO. 17, JANE DOE NO. 18, JANE DOE NO. 19, AND JANE DOE NO. 20 against**
5 **All Named Defendants and ROES 1 - 500)**

6 173. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
7 though set forth herein, including, without limitation, the agency and alter ego allegations.

8 174. In their transactions and dealings with The Plaintiff, Defendants had a duty to use ordinary care
9 and to prevent injury to Plaintiffs based on the foreseeability of harm to Plaintiffs, the degree of
10 certainty The Plaintiff would suffer injuries, the closeness of connection between Defendants' actions
11 and Plaintiffs' injuries, the moral blame attached to Defendants' conduct, the policy of preventing
12 future harm, and the extent of Defendants' burden and the consequences to the community of imposing
13 duty and liability.

14 175. Defendants' above-described actions and omissions (e.g., lying about and concealing the fact
15 they run an online pornography website upon which they planned to post the videos; and assuring
16 Plaintiffs there was nothing to worry about – all while knowing that release of the videos would cause
17 harassment and severe emotional damage), breached the duty of care.

18 176. Defendants' breach of the duty of care actually and proximately caused Plaintiffs harm in an
19 amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a)
20 serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of
21 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame,
22 and fear; (b) compensatory damages, including, but not limited to the difference in value in what the
23 parties exchanged (i.e., the money Plaintiffs received for what they were told was *limited* distribution
24 and what Defendants profited through *global* distribution); and (c) restitution / unjust enrichment
25 damages (same calculation as the compensatory damages). Plaintiffs also seek injunctive relief.

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION

BREACH OF CONTRACT

(All Plaintiffs against All Named Defendants and ROES 1 - 500)

177. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

178. Plaintiffs entered into oral agreements with Defendants whereby Plaintiffs agreed to make their respective videos with the conditions: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and they would ensure their privacy and anonymity.

179. Plaintiffs performed all of their obligations under the agreements; in particular, they participated in the video shoots.

180. All conditions required for Defendants' performances occurred, but they breached the contract by distributing and/or causing the videos to be posted online and in the United States, and by failing to ensure Plaintiffs' privacy and anonymity. Also, as set forth above, some of Plaintiffs did not receive the sums agreed upon for their video(s).

181. As an actual and proximate cause of Defendants' breach, Plaintiffs were damaged in an amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

TENTH CAUSE OF ACTION

PROMISSORY ESTOPPEL

(All Plaintiffs against All Named Defendants and ROES 1 - 500)

182. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

183. Defendants made clear and unambiguous promises to Plaintiffs that: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and they would ensure their privacy and anonymity.

184. Plaintiffs relied on these promises in that they made the videos.

185. Plaintiffs' reliance was both reasonable and foreseeable.

186. Plaintiffs were injured as a result in that Defendants distributed or cause the distribution of the

1 videos online and in the United States, and failed to ensure Plaintiffs' privacy and anonymity.

2 187. Injustice can be avoided only by an award of compensatory and consequential damages in the
3 amount of, at least, \$500,000 per plaintiff.

4 **ELEVENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

6 (All Plaintiffs against All Named Defendants and ROES 1 - 500)

7 188. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
8 though set forth herein, including, without limitation, the agency and alter ego allegations.

9 189. Defendants' conduct constitutes a "business practice" under Business & Professions Code,
10 Section 17200, et seq. ("Section 17200").

11 190. Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
12 violates common and California statutory law. Defendants' "business practice" constitutes
13 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
14 public.

15 191. Defendants intended their conduct to cause – and it did so cause – Plaintiffs to suffer economic
16 injury in fact and caused Defendants to receive ill-gotten gains. Plaintiffs were damaged – and
17 Defendants unjustly enriched - in an amount to be proven at trial, but believed to be, at least, \$500,000
18 per plaintiff. As such, Plaintiffs have individual standing under Section 17200.

19 192. Pursuant to the remedies provisions of Section 17200: Defendants owe Plaintiffs restitution of
20 Plaintiffs' property (e.g., videos and images); the Court should enjoin Defendants' violative conduct;
21 and the Court should issue the maximum civil penalties permitted.

22 **TWELFTH CAUSE OF ACTION**

23 **FRAUDULENT TRANSFER**

24 (All Plaintiffs against All The Named Defendants and ROES 475 - 550)

25 193. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
26 though set forth herein, including, without limitation, the agency and alter ego allegations.

27 194. Plaintiffs have a right to payment from Defendants for the claims in this action and are, thus,
28 creditors.

1 195. On information and belief, Defendants transferred Plaintiffs' videos and the revenue generated
2 therefrom to defendant Oh Well Media Limited, Sidle Media Limited, Greenhill Services, Ltd., and or
3 Bubblegum Films, Ltd (sham entities located in Vanuatu used to hide assets) and ROES 200 – 250 with
4 the intent to hinder, delay, or defraud Plaintiffs in their collection efforts on the subject claims.

5 196. Plaintiffs were harmed as, among other things, they still have not received compensation for the
6 claims in this action.

7 197. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

8 198. Defendants' actions were fraudulent and malicious and therefore warrant an award of punitive
9 damages pursuant to Section 3294 of the California Civil Code.

10 **THIRTEENTH CAUSE OF ACTION**

11 **DECLARATORY RELIEF**

12 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

13 199. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
14 though set forth herein, including, without limitation, the agency and alter ego allegations.

15 200. An actual controversy exists over the enforceability of all agreements executed by the parties to
16 this lawsuit, including any release executed by Plaintiffs purporting to give Defendants the right to use
17 their likeness.

18 201. In addition, an actual controversy exists over whether defendants are alter egos and whether
19 they may be held liable for each other's actions or inactions.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 22 A. For compensatory damages of, at least, \$1,000,000.00 per plaintiff;
23 B. For restitution and disgorgement of ill-gotten gains/unjust enrichment;
24 C. For civil penalties;
25 D. For an injunction;
26 E. For punitive damages;
27 F. For attorney fees;
28 G. For prejudgment interest;

- 1 H. For costs of suit;
- 2 I. To set aside all fraudulent transfers of assets;
- 3 J. A judicial declaration that all contracts or releases executed by Plaintiffs are
- 4 unenforceable as a matter of law;
- 5 K. A judicial declaration that defendants are alter egos of one another and may be held
- 6 liable for each other's debts and obligations; and
- 7 L. For such other and further relief as the Court deems just and proper.
- 8

9 Date: November 7, 2017

By: /s/ Brian M. Holm
Robert Hamparyan
John J. O'Brien
Brian M. Holm
Attorneys for Plaintiffs

2017 SEP 7 PM 3:30

1 Robert Hamparyan (State Bar No. 181934)
2 ROBERT HAMPARYAN, APC
3 275 W. Market Street
4 San Diego, CA 92101
5 t. 619.550.1355
6 e. robert@hamparyanlawfirm.com

F I L E D
Clerk of the Superior Court

SEP 07 2017

5 John J. O'Brien (State Bar No. 253392)
6 THE O'BRIEN LAW FIRM, APLC
7 750 B Street, Suite 3300
8 San Diego, CA 92101
9 t. 619.535.5151
10 e. john@theobrienlawfirm.com

By: R. BABERS, Deputy

9 Brian M. Holm (State Bar No. 255691)
10 HOLM LAW GROUP, PC
11 12636 High Bluff Drive, Suite 400
12 San Diego, CA 92130
13 t. 858.707.5858
14 e. brian@holmlawgroup.com

12 Attorneys for Plaintiffs

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN DIEGO**

16 JANE DOE NO. 15, an individual; JANE DOE
17 NO. 16, an individual;

CASE NO.: 37-2017-00033321-CU-FR-CTL

18 Plaintiffs,

COMPLAINT

19 v.

[JURY TRIAL DEMANDED]

20 GIRLSDOPORN.COM, a business
21 organization, form unknown; MICHAEL J.
22 PRATT, an individual; ANDRE GARCIA, an
23 individual; MATTHEW WOLFE, an
24 individual; BLL MEDIA, INC., a California
25 corporation; BLL MEDIA HOLDINGS, LLC,
26 a Nevada limited liability company; DOMI
27 PUBLICATIONS, LLC, a Nevada limited
28 liability company; EG PUBLICATIONS, INC.,
a California corporation; MIM MEDIA, LLC,
a California limited liability company;
BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL
MEDIA LIMITED, a business organization,
form unknown; MERRO MEDIA, INC., a
California corporation; MERRO MEDIA

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. Misappropriation of Name & Likeness
[Common Law]
6. Misappropriation of Name & Likeness
[Civ. C. § 3344]
7. Intentional Infliction of Emotional Distress
8. Negligence
9. Breach of Contract
10. Promissory Estoppel
11. Unlawful & Fraudulent Business Practices
[Bus. & Prof. Code §17200]
12. Fraudulent Transfer

1 HOLDINGS, LLC, a Nevada limited liability
2 company; CLOCKWORK PRODUCTIONS,
3 INC., a business organization, form unknown;
4 UHD PRODUCTIONS, LLC, a Wyoming
5 limited liability company; BUBBLEGUM
6 FILMS, LTD., a business organization, form
7 unknown; GREENHILL SERVICES, LTD., a
8 business organization, form unknown; SIDLE
9 MEDIA LIMITED, a business organization,
10 form unknown; RIVA YOUSIF, an individual;
11 THEODORE GYI, an individual; VALERIE
12 MOSER, an individual; CLIFF ELLIS, an
13 individual; KAILYN WRIGHT, an individual;
14 DOUGLAS WIEDERHOLD, an individual;
15 and ROES 1 - 550, inclusive,

16
17 Defendants.

18
19 This action is intricately related to San Diego Superior Court Case No.: 37-2016-19027-CU-FR-
20 CTL, where 14 similarly-situated young women sue the same fraudulent pornography business.

21
22 ----

23 Plaintiffs JANE DOE NO. 15 and JANE DOE No. 16, inclusive, individuals, (all plaintiffs
24 collectively, "Plaintiffs") bring this complaint against defendants GIRLSDOPORN.COM, a business
25 organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual;
26 MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA
27 HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada
28 limited liability company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC,
a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form
unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA,
INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability
company; CLOCKWORK PRODUCTIONS, INC., place of incorporation unknown; UHD MEDIA,
INC., place of incorporation unknown; BUBBLEGUM FILMS, LTD., place of incorporation unknown;
GREENHILL SERVICES, LTD., place of incorporation unknown; SIDLE MEDIA LIMITED, place of
incorporation unknown; RIVA YOUSIF, an individual; THEODORE "TEDDY" GYI, an individual;
VALERIE MOSER, an individual; CLIFF ELLIS, an individual; and ROES 1-550 (all defendants

collectively, "Defendants").

THE PARTIES

Plaintiffs

1. Plaintiff JANE DOE NO. 15 is an individual residing in the State of Colorado.

2. Plaintiff JANE DOE NO. 16 is an individual residing in the State of Minnesota.

Defendants

3. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of business in San Diego County, California.

4. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego County, California.

5. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

6. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

7. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in San Diego County, California.

8. M1M MEDIA, LLC is a California limited liability company with its principal place of business in San Diego County, California.

9. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information and belief, its "principal place of business" in Port Vila, Vanuatu.

10. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information and belief, its "principal place of business" in Port Vila, Vanuatu.

11. MERRO MEDIA, INC. is a California corporation with its principal place of business in San Diego County, California.

12. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place of business in Clark County, Nevada.

13. CLOCKWORK PRODUCTIONS, INC. is a corporation. Plaintiffs are unaware of what state or foreign nation it is incorporated in.

1 14. UHD PRODUCTIONS, LLC is a limited liability company organized in the State of Wyoming
2 with its principal place of business in San Diego, California.

3 15. BUBBLEGUM FILMS, LTD is a business organization, form unknown, with, on information
4 and belief, its "principal place of business" in Port Vila, Vanuatu.

5 16. GREENHILL SERVICES, LTD. is a corporation. Plaintiffs are unaware of what state or
6 foreign nation it is incorporated in.

7 17. SIDLE MEDIA LIMITED is a corporation. Plaintiffs are unaware of what state or foreign
8 nation it is incorporated in.

9 18. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
10 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC,
11 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
12 MEDIA HOLDINGS, LLC; CLOCKWORK PRODUCTIONS, INC., UHD PRODUCTIONS, LLC,
13 BUBBLEGUM FILMS, LTD., GREENHILL SERVICES, LTD, SIDLE MEDIA LIMITED and ROES
14 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the business of online pornography
15 production, distribution, and sales. On information and belief, THE ENTITY DEFENDANTS own
16 and/or operate numerous online pornography websites, including, without limitation,
17 www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com.

18 19. MICHAEL J. PRATT ("PRATT") is an individual residing in San Diego County, California.
19 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,
20 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

21 20. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On
22 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS
23 – as well as a participant and "actor" in their pornography.

24 21. MATTHEW WOLFE ("WOLFE") is an individual residing in San Diego County, California.
25 On information and belief, he is a sales agent and representative for each of THE ENTITY
26 DEFENDANTS – as well as a videographer of their pornography.

27 22. RIVA YOUSIF ("YOUSIF") is an individual residing in San Diego County, California.

28 23. THEODORE GYI ("GYI") is an individual residing in San Diego County, California.

24. VALERIE MOSER ("MOSER") is an individual residing in San Diego County, California.

25. CLIFF ELLIS ("ELLIS") is an individual, who at all relevant times discussed herein, resided in San Diego County, California.

26. DOUGLAS WIEDERHOLD ("WIEDERHOLD") is an individual that Plaintiffs are informed and believe and thereon allege resides in Clark County, Nevada.

27. KAILYN WRIGHT ("WRIGHT") is an individual that Plaintiffs are informed and believe and thereon allege lives in Maricopa County, Arizona.

28. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales agents, representatives, videographers, and/or "actors" of THE ENTITY DEFENDANTS.

29. Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued herein as ROES 1 - 550, inclusive, and therefore sue these defendants by such fictitious names and allege that ROES 1 - 550 are responsible in some manner for the occurrences herein alleged. Plaintiffs will amend this complaint to allege their true names, capacities, and/or liabilities when ascertained.

30. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and contracting with Plaintiffs, Defendants were agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions herein alleged. Defendants were and are acting within the course and scope of their authority as such agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or employees and with the permission, authorization, consent, and ratification of each other.

31. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and contracting with Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, GYL, MOSER, YOUSIF, ELLIS, WRIGHT, and ROES 251 – 550 acted as alter egos of each other. In particular, they: (a) commingled their funds and other assets, failed to segregate funds between them, and have without authorization diverted corporate funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of one other to themselves and third parties haphazardly and without authority; (d) held themselves out as being personally liable for the debts of each other; (e) failed to maintain minutes and corporate records, and confused of the records of the separate entities; (f) used the same business locations and employed the same employees; (g) failed to

1 adequately capitalize the entities; (h) used each other as a conduit for a single venture of themselves; (i)
2 failed to maintain arm's length relationships among themselves; and (j) diverted assets without
3 consideration from/to one another to the detriment of creditors, including Plaintiffs. Recognition of the
4 privilege of separate existences between these defendants would promote injustice, unfairness, and
5 fraud. Any separateness is to be disregarded. As such, Defendants are jointly and severally liable in
6 this action as alter egos.

7 JURISDICTION AND VENUE

8 32. This Court has jurisdiction over Defendants as they are physically present in San Diego County,
9 California and/or because Defendants committed the subject acts and omissions in San Diego County,
10 California.

11 33. Venue is proper as San Diego County is where Defendants reside and have their principal place
12 of business, the subject contracts were entered into, and/or the obligations and liability arose.

13 FACTUAL ALLEGATIONS

14 Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography

15 34. Together, PRATT, GARCIA, WOLFE, WIEDERHOLD, GYL, MOSER, YOUSIF, ELLIS,
16 WRIGHT and the rest of Defendants operate a San Diego-based pornography business, which
17 irreparably damages the lives of young women from San Diego and across the country. The operation
18 appears to be started by PRATT and WIEDERHOLD around 2010.

19 35. Defendants collectively run pornography websites, the main website being
20 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than
21 the San Diego Padres website. Defendants also collectively operate subscription based websites
22 www.mompov.com and www.girlsdotoys.com. In addition, Defendants have numerous free websites
23 where they publish short clips of the videos as advertisements for their subscription-based websites.
24 Defendants also run advertising websites that link to each of their subscription-based websites. For
25 example, Defendants' website www.girls-do-porn.com, which features Plaintiffs' likenesses, contains
26 advertisements and links to www.mompov.com. Likewise, Defendants' website www.mompov.net,
27 contains advertisements and links to www.girlsdoporn.com.

28 36. Although Defendants use several entities to run the three subscription websites, they are

1 inextricably linked as a single operation run by a handful of people out of the same office space in
2 downtown San Diego, California, operated by the same credit card processing companies, and utilizing
3 the same sham offshore entities set up by the infamous GT Group, Ltd, which has laundered billions of
4 dollars for nefarious business operations such as the Sinoalan Cartel and Ukrainian gun runners. GT
5 Group Ltd. operates out of the tiny Pacific island nation, Vanuatu. It incorporates thousands of shell
6 companies that, on paper, are owned by locals. GT Group Ltd pays locals on Vanuatu to sign the
7 documents necessary to keep its shell companies in good standing with the local as the sole owner,
8 officer, director and shareholder. However, the locals play no part in the shell companies other than
9 signing the documents. GT Group Ltd then contracts with people seeking to utilize the anonymity of
10 an offshore company. Defendant Oh Well Media Limited, for example, is owned on paper by Abigail
11 Kalopung—a local on Vanuatu. She is the sole shareholder, officer and director of Oh Well Media Ltd.
12 on paper. Defendants, however, control Oh Well Media Limited Defendants, giving them the ability to
13 open bank accounts and enter into contracts in the company's name. Defendants' website indicates that
14 it uses Oh Well Media Limited as its 2257 custodian.¹ Abigail Kalopung appears to own about fifty of
15 these shell companies on paper.

16 37. The young women appearing in Defendants' amateur pornography come from good families,
17 have never appeared in pornography before, are often paying their way through school, and are just
18 beginning their careers and adulthood. So, there is only way Defendants can convince these women to
19 have sex on film or produce other adult video material: Defendants lie to them.

20 38. Defendants advertise themselves across the country as a legitimate Southern California
21 modeling agency - on Craigslist and other websites. Defendants' Craigslist advertisements fail to even
22 mention that they are an online pornography company. Instead, they claim they are seeking models,
23 and often times contain a link in the Craigslist advertisement to www.beginmodelling.com or
24 www.modelinggigs.com. Neither of these websites mention anything about pornography. Using the
25 impression that they are applying for a typical modeling gig for, at most, swimsuit or lingerie, these

26 ¹ 18 U.S.C. 2257 requires pornography companies to collect certain information from all persons appearing in the
27 pornographic films the produce to ensure they are over 18 years of age. Despite being operated out of San Diego,
28 Defendants list Oh Well Media Limited, Sidle Media Ltd. and Bubblegum Films, Inc. as their 2257 custodians on their
websites www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com, respectively. The entities have the same
address in Vanuatu--- Poteau 540 208, Ave Due Capitain Cook, Seaside, Port Vila, Vanuatu 65774.

1 sham websites lure women into providing Defendants with pictures of themselves and their name, age,
2 height, weight, state, city, email, and phone number. If Defendants feel they have attracted a proper
3 target, they reach out to the women by phone and/or email in order to feel the women out more. Once
4 on the phone, Defendants are able to brazenly lie to the women without the fear of putting their lies in
5 writing, and in hopes of being able to cajole the women into filming a pornography.

6 39. When the young women ask Defendants where they will distribute the video, Defendants assure
7 them that they will not post the video online (or cause it to be so posted), they will not distribute the
8 video in the United States (or cause it to be so distributed), and they will keep each woman anonymous.
9 Defendants represent the videos will be on DVDs overseas (usually in Australia or New Zealand since
10 Defendants' themselves are from there and have an accent) and for private use.

11 40. If still not convinced by their lies, Defendants provide "references" who Defendants claim
12 previously shot a video (but, whose video is not yet released), to vouch for Defendants and promise the
13 same security, limited distribution, and anonymity. In addition, Defendants use several references that
14 either have not shot a video, or who know the videos are being posted online but are comfortable lying
15 to the prospective victims in order to earn a few dollars. Defendants coach the references on how to
16 handle various questions from the prospective women. As further incentive to lie to the women,
17 Defendants pay the reference more money if the prospective victim they speak with actually ends up
18 filming a video. Defendant WRIGHT is such an individual. WRIGHT filmed a video for Defendants
19 that was released in the Spring of 2015. WRIGHT was aware of Defendants' websites, that the
20 women's names would be released, but nevertheless acted as a reference for Defendants and repeatedly
21 lied to prospective victims by telling them the videos would not be posted online, and would instead be
22 released on DVDs in foreign countries.

23 41. In their discussions with these young woman, Defendants use aliases and mention nothing about
24 their website(s) where they plan to post the videos, or the websites on which they plan to publically
25 promote and advertise the videos. Defendants also mention nothing about: (a) all of the other young
26 women whose lives they have irreparably damaged earlier by Defendants' video publication and
27 promotion (b) all of the other young women imploring them to stop and to take down their videos; and
28 (c) all of the complaints that they (and their legal counsel) have received from other young women and

1 their families.

2 42. After Defendants lie to the young women, they book rooms at upscale San Diego County hotels,
3 most often at major high-end chains in downtown San Diego (e.g., Hilton, Hyatt, Marriot). If the
4 young women are not in Southern California, Defendants pay for their airfare to San Diego.

5 43. Defendant YOUSIF, MOSER or GARCIA typically pick the women up from the airport. In the
6 car, they reassure the women Defendants will not publish the videos on the Internet.

7 44. Then, without hotel knowledge and consent, and, on information and belief, without any license
8 or permit whatsoever, Defendants sneak videography equipment into the hotel – hiding the equipment
9 in large suitcases – in order to produce the amateur pornography.

10 45. Once the young women are confined to the hotel room, Defendants tell the women they look
11 nervous, need to relax and then try to persuade them to drink alcohol and/or smoke marijuana, which
12 GARCIA consumes regardless of whether the women choose to do so. YOUSIF acts as the makeup
13 artist for most women. While applying makeup, YOUSIF again reassures the women the video will not
14 be released online, and generally appeases any concerns the women express.

15 46. Before filming begins, GARCIA asks the women to take off their clothes so that they may take
16 pictures to send to the “boss.” After sending the pictures to the boss. Defendants routinely tell the
17 women, after they have flown to San Diego, are naked, and confined in a hotel room, that the boss
18 cannot pay them the agreed upon price because the woman has cellulite, a bruise, breast reduction
19 scars, too small breasts, etc. Defendants routinely accuse the women of sending them misleading
20 pictures. If the woman refuses to shoot the film for less money, Defendants threaten to sue the woman
21 for the price of the flight and hotel room Defendants had paid for or threaten to cancel the woman’s
22 return flight, which Defendants booked and have control over. The vast majority of women flown to
23 San Diego are paid less than the agreed upon amount when they decided to board a plane and fly across
24 the country.

25 47. After the repeated misrepresentations, and sometimes after alcohol and marijuana Defendants
26 provide, and while confined in a hotel room with unknown men, Defendants present the women with
27 documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while
28 continuing to orally misrepresent their intent for the video’s eventual distribution; (c) while continuing

1 to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based
2 pornography website that has damaged other young women's lives); and (d) often lying about the
3 purported nature and effect of the documents. The documents are full of legalese and fail to mention
4 www.girlsdoporn.com. Instead, the documents indicate Defendants work for "Bubblegum Casting" or
5 "BLL Media." If the names of these companies are Googled, which several women have done when
6 presented with the documents, the companies have sham websites that give the impression they are
7 legit media companies. Nothing on either of these websites indicates the videos are destined for
8 www.girlsdoporn.com, any of Defendants' other websites, or free websites like www.pornhub.com.

9 48. A few months after filming, despite their earlier representations, Defendants release the videos
10 on, at least, www.girlsdoporn.com (their monthly subscription-based website) and [www.girls-do-](http://www.girls-do-porn.com)
11 porn.com (a free website with clips of the videos that then directs the user to www.girlsdoporn.com).
12 Defendants also release/license all or part of the videos all over the Internet on a multiple of free
13 pornography websites – in part, to advertise www.girlsdoporn.com with the images and likenesses of
14 the young women. Defendants post clips of the videos on popular websites like www.youporn.com or
15 www.pornhub.com as advertisements. www.pornhub.com is the 37th most trafficked website in the
16 world, with more traffic than www.eBay.com, www.Bing.com and www.msn.com. Some of the clips
17 of the videos Defendants post as advertisements on www.pornhub.com and www.youporn.com have
18 been viewed over 40 million times.

19 49. Interestingly, and by no accident, GARCIA'S (and any other male participant's) face is
20 intentionally cut from the frame and not shown in any video released by Defendants. Soon after the
21 release, someone who knows one of the young women will notify them the video is online. This
22 becomes the first time the young women have ever heard of Defendants' main website:
23 www.girlsdoporn.com.

24 50. When the young women reach out to Defendants, they discover Defendants have changed their
25 phone numbers (they use disposable phones and/or changeable Internet phone numbers) and have also
26 used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and WOLFE often
27 uses "Ben" or "Isaac"). Defendants then refuse to talk to the women, hang up on them, and/or block
28 their calls. If the women get in contact with Defendants' counsel, they refuse to even give Plaintiffs

1 copies of any documents signed and threaten them with legal action.

2 51. After Defendants cause the videos to be distributed online, Defendants, their subscribers, and/or
3 Internet stalkers release Plaintiffs' real names online, usually on blogs followed by "fans" and
4 subscribers of www.girlsdoporn.com. Defendants also post pictures of Plaintiffs on
5 www.pornwikileaks.com, which they bought in November 2015. The posts on
6 www.pornwikileaks.com also contain links to the women's social media accounts, their family's social
7 media accounts, high school information and other personal information that would garner attention
8 from people that want to find out intimate details about the women. Defendants then embed
9 advertisements inside the posts on www.pornwikileaks.com that link to their subscription websites. As
10 a result (of which Defendants are cognizant), third parties often then stalk, harass, bully, and blackmail
11 the young women and their families – online, by telephone, and in-person. A true and correct copy of
12 such an advertisement is attached hereto as Exhibit A.

13 52. Once the woman's video is released, it spreads like wildfire through their hometowns, colleges,
14 high schools, and workplace. Within a day or two, almost every person the woman knows has been
15 sent a link to the video. Because of Defendants, some of these young women lose relationships with
16 friends, significant others, and family. Some lose or change jobs, and some are forced to leave their
17 school. Months to years after the videos, many are still harassed by strangers on the Internet. And
18 almost all have suffered severe psychological and emotional damage -- some have even considered and
19 attempted suicide.

20 53. Below, are more specific facts and claims of two young women.

21 **JANE DOE NO. 15**

22 54. In February 2016, Defendants posted an advertisement on Craigslist.com in the gigs/modeling
23 section for the Denver area, seeking young women for adult modeling. The advertisement included a
24 link to www.beginmodeling.com, which is a website that features modeling pictures, not pornography.

25 55. That same month, JANE DOE NO. 15, having reviewed the www.beginmodeling.com website,
26 responded to the advertisement thinking it was for modeling.

27 56. On February 19, 2016, JANE DOE NO. 15 received an email from "Jonathan N" from
28 jobs@beginmodeling.com and on behalf of Defendants. The email said,

1 This is a legitimate adult gig for an established Southern California company. You will make
2 \$4000 CASH for your first shoot which is paid up front, consistent work is also available, we
3 offer solo toy scenes for \$1000. You can do BOTH scenes in one trip for \$5000.

4 ...

5 None of your personal information will be given out in the video or afterwards , no names etc
6 are used in the video.

7 [Formatting and sics in original.]

8 57. A few days later, JANE DOE NO. 15 spoke to "Jonathan" on the telephone. During the
9 conversation, Jonathan increased the previous offer by telling JANE DOE NO. 15 she would be paid
10 \$5,000 for the adult film by itself, which would involve five sexual positions, which would each take
11 five to seven minutes to film. JANE DOE NO. 15 asked Jonathan several times during the phone call
12 whether the video would be posted on the Internet and he assured her each time that it would not.
13 Instead, Jonathan told her the video would be distributed on DVD in Australia and United Kingdom
14 and would never be released or be seen in the United States. Jonathan also told JANE DOE NO. 15
15 that he would provide references with whom she could speak to answer any of her questions.

16 58. On February 24, 2016 at 7:23pm, JANE DOE NO. 15 received an email from "Jonathan N
17 jobs@beginmodeling.com" on behalf of Defendants that stated:

18 This is Kaitlin, she is 19.
19 She is from Scottsdale, AZ and has done 2 shoots with us.
20 We pretty much paid for her breast job and she is recovering.
21 She also worked with the same talent that you will work with
22 Here is her cell: (480) ***-****,

22 [Formatting and sics in original.] The email had photographs of defendant WRIGHT attached.

23 59. An hour or so after this email, on February 24, 2016, JANE DOE NO. 15 received a text
24 message from (480) ***-****, which is the same phone number Jonathan provided for WRIGHT. The
25 following text exchange occurred between JANE DOE NO. 15 and WRIGHT (Defendants' paid agent):

26 WRIGHT: Hey [Jane Doe No. 15] my name is Kailyn- Jonathon gave me your contact info!
27 Im sure you're nervous or maybe even sketched out a little bit but you seriously
28 have nothing to worry about! It's completely legit, once you land (if you're flying
in from out of town that is*) you will be picked up in a nice car and taken to

1 where you are shooting your scene and all that OH AND they pay you in cash up
front!

2 Okay so I am a very easily sketched out person when it comes to stuff like this I
3 was very Nervous but once I got there I felt like a complete idiot because I
4 realized I had nothing to worry about haha - lowkey was a little embarrassed
5 haha (emojis omitted) The model is super hot which is nice (emojis omitted) and
the photographer is super cool

6 It's you, the model, and the photographer in the room and no one else so it's not
uncomfortable or anything which is chill Girl if you have any questions please
7 **DO NOT**hesitate to text me or call or FaceTime or whatever!!!! (emojis
omitted)

8
9 JANE DOE NO. 15: Hey thank you for being so nice! That's exactly where I am at!

10 These aren't distributed in America right?

11 WRIGHT: No prob! And no they aren't!

12 JANE DOE NO. 15: Is there anyway they can get back to the US? I just have this shaky thing
13 with this guy I like love and I can't have anyone find out

14
15 WRIGHT: No no no you're totally fine!

16 That's what I was worried about but there is absolutely no way anyone will find
17 out

18 JANE DOE NO. 15: Where are the videos going exactly? Like DVDs I think he said in Australia UK,
but like DVDs or .. ?

19 WRIGHT: Yeah so it goes out to wealthier countries; yea DVDs and stuff like that but
20 nothing online!

21 [All sics in original.] True and correct copies of these messages are attached hereto as Exhibit B.

22 60. A few days later, JANE DOE NO. 15 video conferenced with "Jonathan" via FaceTime, who
23 she has now identified as defendant PRATT. During the conversation, PRATT again reassured her the
24 video would not be posted on the Internet.

25 61. On February 28, 2016, JANE DOE NO. 15 flew to San Diego. She arrived around 8:30am. Her
26 return flight was scheduled for 7:45pm that same day. When she landed, nobody came to pick her up
27 as she had discussed with PRATT the prior day. She called the phone number she had for PRATT
28 several times but he did not answer. Eventually JANE DOE NO. 15 was picked up from the airport by

1 defendant GYI. The two drove around for a few hours while GYI tried to contact PRATT, who was not
2 answering his phone. While driving around, JANE DOE NO. 15 spoke with GYI about the distribution
3 of the video. GYI told her the videos would not be online and even went as far as to mention how he
4 liked the authenticity of making a hard copy version because online pornography seemed so cheap to
5 him. Eventually, around 1:00pm, GYI finally spoke with someone on the phone and the two went to a
6 hotel in San Diego.

7 62. When she got in the room, it was just GYI and JANE DOE NO. 15. A makeup artist that JANE
8 DOE NO. 15 is informed and believes to be defendant YOUSIF, came into the room and did her
9 makeup. GARCIA eventually came in the room, but immediately went to the bathroom and began
10 vomiting. GARCIA came out of the bathroom and had paperwork with him. GARCIA reiterated that
11 the contract was stating that the video would not be online, would only be on DVD and sent to
12 countries outside of the United States. JANE DOE NO. 15 asked GARCIA if her name would ever be
13 released and he confirmed that it would not. While they were speaking, GYI interjected that the
14 contract was just saying the video would not go on the Internet and would be distributed outside the of
15 the United States. GYI and GARCIA rushed JANE DOE NO. 15 through everything telling her that the
16 shoot would take several hours—despite the previous representations that it would be 30 minutes of
17 filming. At this time, JANE DOE NO. 15's return flight was only a few hours away.

18 63. During the shoot, JANE DOE NO. 15 told Defendants she was not comfortable with several
19 sexual acts they asked her to perform. Defendants told her that she had already been paid and that she
20 had to do them.

21 64. Defendants paid JANE DOE NO. 15 \$2,000 less than she was promised before flying to San
22 Diego. After the shoot, she sent PRATT a text message telling him that he owed her more money.
23 PRATT responded by trying to justify the underpayment:

24 "Yeah you're bruised up I can't have that."

25 "Honestly .. My partner and I were not very impressed with the photos. You have bruises over
26 your body and cuts on your wrists and arms."

27 "Photos is one thing, in person is another. You were paid very well. \$3,000 is about 4x more
28 then the regular pay girls get, you were also offered a solo tomorrow for \$1,000."

1 65. A month or two later, Defendants published JANE DOE NO. 15's video on their websites.
2 Links to the video were sent to her friends and family. JANE DOE NO. 15 sent a text message to
3 WRIGHT telling WRIGHT that she had lied to her. WRIGHT never responded.

4 **JANE DOE NO. 16**

5 66. Around February 2014, Defendants posted an advertisement on Craigslist.com in the
6 gigs/modeling seeking young women for adult modeling.

7 67. JANE DOE NO. 16 responded to the advertisement and was led to www.modelinggigs.com²,
8 which, like Defendants' other bogus website www.beginmodeling.com, also fails to mention
9 pornography and is gives the viewer the impression it is a typical modeling company.

10 68. After expressing interest in the Craigslist advertisement for modeling, JANE DOE NO. 16
11 received an email from Mark@ModelingGigs.com and spoke with "Mark" on the phone, on behalf of
12 Defendants. During the phone call, "Mark" told JANE DOE NO. 16 the gig was an adult film that
13 involved very basic sex that would be distributed in New Zealand on DVD and would never be
14 available in the United States or on the Internet. Pratt, who has an accent, also advised JANE DOE
15 NO. 16 that he was from New Zealand, which further helped sell his lies.

16 69. JANE DOE NO. 16 also spoke with references provided by Defendants. The references assured
17 her the video would not be posted online or be available in the United States.

18 70. On August 1, 2014, JANE DOE NO. 16 flew to San Diego. She was picked up by GARCIA
19 and "Mark," who she is now informed and believes is defendant PRATT. They drove JANE DOE NO.
20 16 and her friend, whom she had brought with her for safety reasons, to the Torrey Pines Hilton. They
21 were unable to film that night, so they dropped JANE DOE NO. 16 and her friend at the beach. While
22 at the beach, JANE DOE NO. 16 received a text message from PRATT asking her if she would come
23 spend the night in his bed for \$400. She declined.

24 71. The next day around noon, PRATT, GARCIA and ELLIS showed up at the hotel with the video
25 equipment. Once there, they provided JANE DOE NO. 16 several alcoholic drinks from the hotel bar,
26 telling her it would calm her nerves. Defendant ELLIS did JANE DOE NO. 16's makeup while

27 ² Upon further inspection, www.modelinggigs.com is filled with stock photographs of models that one can purchase from
28 Shutterstock.com for a few dollars. Defendants never actually photographed the models depicted on this website, despite
claiming to have done so.

1 PRATT and GARCIA set up the equipment. PRATT and GARCIA continued to reassure JANE DOE
2 NO. 16 her video would not be released on the Internet and would be released New Zealand and
3 Australia. When JANE DOE NO. 16 asked PRATT what would happen if she “chickened out” and did
4 not film the video, PRATT told her she would be forced to reimburse him for the cost of her flight, her
5 friend’s flight and the hotel. JANE DOE NO. 16 asked PRATT if she could only do the photoshoot and
6 not do the adult film, and PRATT told her that she had to do the adult film because the photoshoot was
7 useless without the film. JANE DOE NO. 16 therefore thought she would be forced to repay PRATT
8 unless she did the adult film.

9 72. Thereafter, PRATT provided documents for her to sign. PRATT and GARCIA told JANE DOE
10 NO. 16 that the documents ensured the video would only be on DVD and distributed in Australia and
11 New Zealand, as they had previously told her. When JANE DOE NO. 16 tried to read it in detail,
12 PRATT and GARCIA told her they needed to get the shoot started, that she could read it in detail after
13 the shoot was finished and that they would get her a copy after the shoot. They told her to just fill out
14 the information and sign where she needed to sign.

15 73. After the documents were filled out, PRATT coached JANE DOE NO. 16 how to respond to
16 interview questions—telling her things like she needed to act bubbly and excited to be there. During
17 the shoot, ELLIS would come into the room on breaks and bring JANE DOE NO. 16 another alcoholic
18 drink.

19 74. During the filming, PRATT instructed JANE DOE NO. 16 that she needed to perform oral sex
20 on GARCIA. JANE DOE NO. 16 told PRATT that she was uncomfortable doing that. ELLIS, who had
21 come back into the room, got JANE DOE NO. 16 another drink. PRATT then told her that they had
22 already paid her so she was required by contract to do it.

23 75. After filming was finished, PRATT, ELLIS, and GARCIA drove JANE DOE NO. 16 and her
24 friend to the mall, and then to PRATT’s apartment for a photoshoot.

25 76. According to Defendants’ website, www.girls-do-porn.com, Defendants first published JANE
26 DOE NO. 16’s video on September 8, 2014. JANE DOE NO. 16 learned of the video in March 2015.

27 ///

28 ///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

INTENTIONAL MISREPRESENTATION

(All Plaintiffs against All Named Defendants and ROES 1 - 500)

77. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

78. During Plaintiffs' discussions and negotiations with Defendants before each made an adult video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported agreements), Defendants represented: they would not post the videos online (or cause such publication), they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause the videos to be posted online or distributed in the United States. Defendants at all times assured Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would see the videos. Defendants caused other women to reiterate these representations to Plaintiffs. Finally, Defendants represented they would pay Plaintiffs certain sums of money; as set forth above, some of Plaintiffs did not receive the sums represented.

79. Those representations were false.

80. Defendants intended that Plaintiffs rely on the above representations when each young woman decided to make an adult video.

81. Plaintiffs reasonably relied on the representations.

82. Plaintiffs have been harmed by their reasonable reliance in that Defendants published their videos online, published their videos in the United States, and released Plaintiffs' real names.

83. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm. Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they

1 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
2 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
3 also seek injunctive relief.

4 84. Defendants were acting individually and on behalf of each other when they made each of these
5 representations and, when one of them made a representation, the others ratified the representation
6 and/or knew of the misrepresentation and failed to correct it.

7 85. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
8 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
9 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
10 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
11 forth above.

12 86. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
13 of punitive damages pursuant to Section 3294 of the California Civil Code.

14 **SECOND CAUSE OF ACTION**

15 **FRAUDULENT CONCEALMENT**

16 **(All Plaintiffs against All Named Defendants and ROES 1 – 500)**

17 87. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
18 though set forth herein, including, without limitation, the agency and alter ego allegations.

19 88. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
20 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
21 agreements), Defendants actively concealed their true identities (their individual names and, more
22 importantly, the identity of www.girlsdoporn.com, on which they intended to publish Plaintiffs nude
23 photos and sex acts). At all these times, they actively concealed the fact their true intention was to post
24 the videos online and distribute them in the United States – or cause such publication and distribution.
25 At all these times, Defendants also concealed the facts regarding: (a) all of the other young women
26 whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; (b)
27 all of the other young women imploring them to stop and to take down their videos; and (c) all of the
28 complaints that they (and their legal counsel) have received from other young women and their

1 families.

2 89. Defendants owed Plaintiffs duties to disclose this information as, among other reasons, they
3 provided some information to Plaintiffs during correspondence, and during contract and business
4 negotiations.

5 90. Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their
6 website, their business, their video distribution, and the likelihood of injury to and harassment of
7 Plaintiffs.

8 91. Defendants concealed these facts with the intent to induce Plaintiffs to make the adult videos.

9 92. The concealed information was objectively material to any reasonable person and caused
10 Plaintiffs to make the adult videos.

11 93. Plaintiffs justifiably relied on Defendants' false representations.

12 94. Defendants' failure to disclose these material facts to Plaintiffs was substantial factor in causing
13 their harm. Had Plaintiffs known of the undisclosed facts, they would not have made the adult videos.

14 95. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
15 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
16 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
17 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
18 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
19 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
20 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
21 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
22 also seek injunctive relief.

23 96. Defendants were acting individually and on behalf of each other when they made each of these
24 omissions and, when one of them made an omission, the others ratified the omission and/or knew of the
25 omission and failed to correct it.

26 97. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
27 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
28 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and

1 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
2 forth above.

3 98. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
4 of punitive damages pursuant to Section 3294 of the California Civil Code.

5 **THIRD CAUSE OF ACTION**

6 **FALSE PROMISE**

7 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

8 99. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
9 though set forth herein, including, without limitation, the agency and alter ego allegations.

10 100. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
11 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
12 agreements), Defendants made promises to Plaintiffs that: they would not post the videos online (or
13 cause such publication), they would not distribute the videos in the United States (or cause such
14 publication), and Plaintiffs would remain anonymous. Defendants promised Plaintiffs that would not
15 cause the videos to be posted online or distributed in the United States. Defendants promised Plaintiffs
16 there was nothing to worry about, promised privacy, and promised nobody they knew would see the
17 videos. Finally, Defendants represented they would pay Plaintiffs certain sums of money; as set forth
18 above, some of Plaintiffs did not receive the sums represented.

19 101. Defendants' affirmative promises were of material fact and important as Plaintiffs would not
20 have otherwise made the adult videos.

21 102. Defendants did not intend to perform these promises at the times they made them, and have not
22 performed as promised. Defendants knew their promises were false and merely wanted Plaintiffs to
23 make the videos for Defendants' benefit.

24 103. Defendants intended to induce Plaintiffs to alter their positions in reliance on the promises by
25 making the adult videos.

26 104. Plaintiffs justifiably and reasonably relied on Defendants' promises and Defendants' affirmative
27 promises were an immediate cause of Plaintiffs' conduct.

28 105. Defendants did not perform the promises.

1 106. As an actual and proximate cause of Defendants' false promises and Plaintiffs' justifiable
2 reliance, Plaintiffs were damaged in that Defendants posted the videos online, distributed the videos in
3 the United States, and released Plaintiffs' names.

4 107. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
5 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
6 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
7 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
8 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
9 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
10 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
11 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
12 also seek injunctive relief.

13 108. Defendants were acting individually and on behalf of each other when they made each of these
14 omissions and, when one of them made a false promise, the others ratified it, and/or knew of the false
15 promise and failed to correct it.

16 109. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
17 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
18 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
19 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
20 forth above.

21 110. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
22 of punitive damages pursuant to Section 3294 of the California Civil Code.

23 **FOURTH CAUSE OF ACTION**

24 **NEGLIGENT MISREPRESENTATION**

25 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

26 111. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
27 though set forth herein, including, without limitation, the agency and alter ego allegations.

28 112. During Plaintiffs' discussions and negotiations with Defendants before each made an adult

1 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
2 agreements), Defendants represented: they would not post the videos online (or cause such publication),
3 they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs
4 would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause
5 the videos to be posted online or distributed in the United States. Defendants at all times assured
6 Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would
7 see the videos. Defendants caused other women to reiterate these representations to Plaintiffs.

8 113. The representations were false and although Defendants may have honestly believed that the
9 representations were true, they had no reasonable grounds for believing the representations were true
10 when they made them.

11 114. Defendants intended that Plaintiffs would rely on the above representations in their decisions to
12 make the adult videos.

13 115. Plaintiffs reasonably relied on Defendants' misrepresentations in their decisions to make the
14 adult videos.

15 116. Plaintiffs' reliance on Defendants' false representations was a substantial factor in causing their
16 harm in that Defendants posted their videos online, published their videos in the United States, and
17 released Plaintiffs' names.

18 117. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
19 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
20 plaintiff, and consists of, at least, compensatory damages, including, but not limited to the difference in
21 value in what the parties exchanged (i.e., the money Plaintiffs received for what they were told was
22 *limited* distribution and what Defendants profited through *global* distribution).

23 FIFTH CAUSE OF ACTION

24 MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]

25 (JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)

26 118. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
27 though set forth herein, including, without limitation, the agency and alter ego allegations.

28 119. Defendants used Plaintiffs' names, likenesses, and/or identities without Plaintiffs' permission,

1 though fraud, and/or without promised consideration, including, without limitation, on Defendants'
2 websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release purporting to
3 give Defendants unconditional use of The Plaintiff's videos is unenforceable due to unclear terms, a
4 lack of mental capacity/competence, mistake, undue influence, and/or Defendants' unclean hands.

5 120. Defendants' gained a commercial benefit by using Plaintiffs' names, likenesses, and/or
6 identities.

7 121. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites,
8 and through the date of this amended complaint, Defendants have republished and redirected the
9 misappropriated content to different websites and to different audiences. Defendants have republished
10 Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the
11 Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where
12 Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and
13 advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have
14 been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct
15 the same form of repetitive mass advertising on their fan blogs and forums, and on their own social
16 media.

17 122. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
18 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
19 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
20 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
21 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
22 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
23 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
24 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
25 also seek injunctive relief.

26 123. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
27 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
28 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, likenesses, and/or

1 identities at the time and place and via the manner set forth above; and (3) pursuant to their agreement,
2 Defendants injured Plaintiffs, as set forth above.

3 124. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
4 award of punitive damages pursuant to Section 3294 of the California Civil Code.

5 **SIXTH CAUSE OF ACTION**

6 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

7 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

8 125. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
9 though set forth herein, including, without limitation, the agency and alter ego allegations.

10 126. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, Defendants
11 knowingly used Plaintiffs' names, voices, photographs, video, and likenesses to advertise or sell
12 subscriptions to Defendants' businesses.

13 127. Defendants' use did not occur in connection with a news, public affairs, or sports broadcast or
14 account, or with a political campaign.

15 128. Defendants did not have Plaintiffs' consent, obtained it through fraud, and/or without promised
16 consideration. Finally, any release purporting to give Defendants unconditional use of The Plaintiff's
17 videos is unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue
18 influence, and/or Defendants' unclean hands.

19 129. Defendants use of Plaintiffs' names, voices, photographs, video, and likenesses was directly
20 connected to Defendants' commercial purpose.

21 130. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites,
22 and through the date of this amended complaint, Defendants have republished and redirected the
23 misappropriated content to different websites and to different audiences. Defendants have republished
24 Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the
25 Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where
26 Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and
27 advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have
28 been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct

1 the same form of repetitive mass advertising on their fan blogs and forums, and on their own social
2 media.

3 131. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
4 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
5 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
6 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
7 embarrassment, mortification, shame, and fear; (b) compensatory damages and/or statutory damages,
8 including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment damages
9 (i.e., the money Plaintiffs received for what they were told was *limited* distribution and what
10 Defendants profited through *global* distribution). The Plaintiff also seek injunctive relief.

11 132. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
12 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
13 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, voices, photographs,
14 video, and likenesses at the time and place and via the manner set forth above; and (3) pursuant to their
15 agreement, Defendants injured Plaintiffs, as set forth above.

16 133. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
17 award of punitive damages pursuant to Section 3294 of the California Civil Code.

18 **SEVENTH CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

21 134. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
22 though set forth herein, including, without limitation, the agency and alter ego allegations.

23 135. Defendants concealed the fact they run an online pornography website. In order to get Plaintiffs
24 to make adult videos, Defendants lied to Plaintiffs about the distribution. They assured Plaintiffs there
25 was nothing to worry about and promised privacy. Defendants knew all of the other young women
26 whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; all
27 of the other young women imploring them to stop and to take down their videos; and all of the
28 complaints and they (and their legal counsel) have received from other young women and their

1 families. Defendants used Plaintiffs' videos and names to commercially promote their websites and
2 enrich themselves. This conduct was outrageous as it exceeded all bounds of common decency usually
3 tolerated by a civilized society.

4 136. Defendants intended to inflict the injuries stated herein upon Plaintiffs, or the injuries were
5 substantially certain to result from Defendants' conduct.

6 137. Defendants' outrageous conduct actually and proximately caused Plaintiffs to suffer serious
7 emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright, shock,
8 nervousness, anxiety, depression, embarrassment, mortification, shame, fear, and – for some -
9 consideration of suicide. Plaintiffs have been harmed in an amount to be proven at trial, but that is, at
10 least, \$500,000 per plaintiff.

11 138. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
12 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
13 to their agreement, with their outrageous conduct, Defendants intentionally inflicted severe emotional
14 distress upon Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to
15 their agreement, Defendants injured Plaintiffs, as set forth above.

16 139. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
17 of punitive damages pursuant to Section 3294 of the California Civil Code.

18 EIGHTH CAUSE OF ACTION

19 NEGLIGENCE

20 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

21 140. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
22 though set forth herein, including, without limitation, the agency and alter ego allegations.

23 141. In their transactions and dealings with The Plaintiff, Defendants had a duty to use ordinary care
24 and to prevent injury to Plaintiffs based on the foreseeability of harm to Plaintiffs, the degree of
25 certainty The Plaintiff would suffer injuries, the closeness of connection between Defendants' actions
26 and Plaintiffs' injuries, the moral blame attached to Defendants' conduct, the policy of preventing
27 future harm, and the extent of Defendants' burden and the consequences to the community of imposing
28 duty and liability.

1 142. Defendants' above-described actions and omissions (e.g., lying about and concealing the fact
2 they run an online pornography website upon which they planned to post the videos; and assuring
3 Plaintiffs there was nothing to worry about – all while knowing that release of the videos would cause
4 harassment and severe emotional damage), breached the duty of care.

5 143. Defendants' breach of the duty of care actually and proximately caused Plaintiffs harm in an
6 amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a)
7 serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of
8 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame,
9 and fear; (b) compensatory damages, including, but not limited to the difference in value in what the
10 parties exchanged (i.e., the money Plaintiffs received for what they were told was *limited* distribution
11 and what Defendants profited through *global* distribution); and (c) restitution / unjust enrichment
12 damages (same calculation as the compensatory damages). The Plaintiff also seek injunctive relief.

13 **NINTH CAUSE OF ACTION**

14 **BREACH OF CONTRACT**

15 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

16 144. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
17 though set forth herein, including, without limitation, the agency and alter ego allegations.

18 145. Plaintiffs entered into oral agreements with Defendants whereby Plaintiffs agreed to make their
19 respective videos with the conditions: they would not post the videos online (or cause such
20 publication), they would not distribute the videos in the United States (or cause such publication), and
21 they would ensure their privacy and anonymity.

22 146. Plaintiffs performed all of their obligations under the agreements; in particular, they participated
23 in the video shoots.

24 147. All conditions required for Defendants' performances occurred, but they breached the contract
25 by distributing and/or causing the videos to be posted online and in the United States, and by failing to
26 ensure Plaintiffs' privacy and anonymity. Also, as set forth above, some of Plaintiffs did not receive
27 the sums agreed upon for their video(s).

28 148. As an actual and proximate cause of Defendants' breach, Plaintiffs were damaged in an amount

1 to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

2 **TENTH CAUSE OF ACTION**

3 **PROMISSORY ESTOPPEL**

4 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

5 149. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
6 though set forth herein, including, without limitation, the agency and alter ego allegations.

7 150. Defendants made clear and unambiguous promises to Plaintiffs that: they would not post the
8 videos online (or cause such publication), they would not distribute the videos in the United States (or
9 cause such publication), and they would ensure their privacy and anonymity.

10 151. Plaintiffs relied on these promises in that they made the videos.

11 152. Plaintiffs' reliance was both reasonable and foreseeable.

12 153. Plaintiffs were injured as a result in that Defendants distributed or cause the distribution of the
13 videos online and in the United States, and failed to ensure Plaintiffs' privacy and anonymity.

14 154. Injustice can be avoided only by an award of compensatory and consequential damages in the
15 amount of, at least, \$500,000 per plaintiff.

16 **ELEVENTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

18 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

19 155. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
20 though set forth herein, including, without limitation, the agency and alter ego allegations.

21 156. Defendants' conduct constitutes a "business practice" under Business & Professions Code,
22 Section 17200, et seq. ("Section 17200").

23 157. Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
24 violates common and California statutory law. Defendants' "business practice" constitutes
25 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
26 public.

27 158. Defendants intended their conduct to cause – and it did so cause – Plaintiffs to suffer economic
28 injury in fact and caused Defendants to receive ill-gotten gains. Plaintiffs were damaged – and

1 Defendants unjustly enriched - in an amount to be proven at trial, but believed to be, at least, \$500,000
2 per plaintiff. As such, Plaintiffs have individual standing under Section 17200.

3 159. Pursuant to the remedies provisions of Section 17200: Defendants owe Plaintiffs restitution of
4 Plaintiffs' property (e.g., videos and images); the Court should enjoin Defendants' violative conduct;
5 and the Court should issue the maximum civil penalties permitted.

6 **TWELFTH CAUSE OF ACTION**

7 **FRAUDULENT TRANSFER**

8 **(All Plaintiffs against All The Named Defendants and ROES 475 - 550)**

9 160. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
10 though set forth herein, including, without limitation, the agency and alter ego allegations.

11 161. Plaintiffs have a right to payment from Defendants for the claims in this action and are, thus,
12 creditors.

13 162. On information and belief, Defendants transferred Plaintiffs' videos and the revenue generated
14 therefrom to defendant Oh Well Media Limited, Sidle Media Limited and or Bubblegum Films, Ltd
15 (sham entities located in Vanuatu used to hide assets) and ROES 200 – 250 with the intent to hinder,
16 delay, or defraud Plaintiffs in their collection efforts on the subject claims.

17 163. Plaintiffs were harmed as, among other things, they still have not received compensation for the
18 claims in this action.

19 164. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

20 165. Defendants' actions were fraudulent and malicious and therefore warrant an award of punitive
21 damages pursuant to Section 3294 of the California Civil Code.

22 ///

23 ///

24 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- A. For compensatory damages of, at least, \$1,000,000.00;
- B. For restitution and disgorgement of ill-gotten gains/unjust enrichment;
- C. For civil penalties;
- D. For an injunction;
- E. For punitive damages;
- F. For attorney fees;
- G. For prejudgment interest;
- H. For costs of suit; and
- I. For such other and further relief as the Court deems just and proper.

Date: September 7, 2017

By: /s/ Brian M. Holm

Robert Hamparyan

John J. O'Brien

Brian M. Holm

Attorneys for Plaintiffs

PANAKOS LAW, APC

Aaron D. Sadock (SBN 282131)
555 West Beech Street, Suite 500
San Diego, California 92101
Telephone: (619) 800-0529
Facsimile: (866) 365-4856

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

04/30/2018 at 02:14:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

LAW OFFICES OF DANIEL A. KAPLAN

Daniel A. Kaplan (SBN 179517)
Alexandra R. Byler (SBN 294307)
555 West Beech Street, Suite 230
San Diego, California 92101
Telephone: (619) 685-3988
Facsimile: (619) 684-3239

Attorneys for Defendants

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

JANE DOE NOS. 1-14, inclusive,
individuals;

Plaintiffs,

v.

GIRLSDOPORN.COM, a business
organization, form unknown; MICHAEL J.
PRATT, an individual; ANDRE GARCIA,
an individual; MATTHEW WOLFE, an
individual; BLL MEDIA, INC., a California
corporation; BLL MEDIA HOLDINGS,
LLC, a Nevada limited liability company;
DOMI PUBLICATIONS, LLC, a Nevada
limited liability company; EG
PUBLICATIONS, INC., a California
corporation; M1M MEDIA, LLC, a
California limited liability company;
BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL
MEDIA LIMITED, a business organization,
form unknown; MERRO MEDIA, INC., a
California corporation; MERRO MEDIA
HOLDINGS, LLC, a Nevada limited liability
company; and ROES 1 - 500, inclusive,

Defendants.

LEAD CASE:

Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:

Case No. 37-2017-00043712-CU-FR-CTL

Case No. 37-2017-00033321-CU-FR-CTL

**DEFENDANTS' ANSWER TO
COMPLAINT FILED BY JANE DOES
NOS. 15 AND 16**

Judge: Hon. Joel R. Wohlfeil

Dept.: C-73

Complaints Filed: September 7, 2017

Trial Date: March 8, 2019

[IMAGED FILE]

///

///

///

1 Defendants GIRLSDOPORN.COM, MICHAEL J. PRATT, ANDRE GARCIA,
2 MATTHEW WOLFE, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, EG
3 PUBLICATIONS, INC., M1M MEDIA, LLC, MERRO MEDIA, INC., and MERRO MEDIA
4 HOLDINGS, LLC (collectively, "Defendants") respectfully submit this Answer to the Complaint
5 filed by plaintiffs JANE DOE NOS. 15 and 16 (collectively, "Plaintiffs").

6 **GENERAL DENIAL**

7 Pursuant to the provisions of California Code of Civil Procedure section 431.30,
8 Defendants generally and specifically deny each and all of the allegations in Plaintiffs'
9 Complaint, including each and every purported cause of action contained therein. Defendants
10 further deny that Plaintiffs have or will sustain damages in the amounts alleged, or in any amount
11 whatsoever, by reason of any conduct of Defendants. Further, Defendants:

- 12 1. Deny that Plaintiffs are entitled to judgment against Defendants in any amount
13 whatsoever, and for any reason or manner as alleged;
14 2. Deny that Plaintiffs are entitled to any form of relief whatsoever; and
15 3. Deny that Plaintiffs are entitled to any award of attorneys' fees and costs incurred
16 as a result of these claims, or for any other reason.

17 **AFFIRMATIVE DEFENSES**

18 As to each and every cause of action stated against Defendants in the Complaint,
19 Defendants allege the following as separate and affirmative defenses.

20 **FIRST AFFIRMATIVE DEFENSE**

21 **(Failure to State a Claim)**

22 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
23 Complaint, that the Complaint fails to state a claim upon which relief can be granted.

24 **SECOND AFFIRMATIVE DEFENSE**

25 **(No Damages Suffered)**

26 Plaintiffs have not suffered any damage as a result of any actions or omissions of
27 Defendants.

28 ///

1 **THIRD AFFIRMATIVE DEFENSE**

2 **(Failure to Mitigate Damages)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that Plaintiffs failed, neglected, and refused to mitigate their alleged damages.

5 **FOURTH AFFIRMATIVE DEFENSE**

6 **(Unclean Hands)**

7 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
8 Complaint, that Plaintiffs' claims are barred, in whole or in part, because of their own unclean
9 hands.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 **(Proportion of Fault)**

12 Defendants allege, and without admitting any of the allegations contained in the
13 Complaint, that the damages alleged by Plaintiffs, if any, were a direct and proximate result of the
14 actions of parties other than these Defendants, and that the Defendants' liability, if any, is limited
15 in direct proportion to the percentage of fault directly attributable to them.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 **(In Pari Delicto)**

18 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
19 Complaint, that the claims therein and each and every purported cause of action are barred due to
20 Plaintiffs' own acts and courses of conduct which render it *in pari delicto*.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Laches)**

23 Defendants allege, and without admitting any of the allegations contained in the
24 Complaint, that Plaintiffs have delayed for an unreasonable period of time in asserting their
25 claims or causes of action against Defendants, which delays have prejudiced Defendants.
26 Therefore, Plaintiffs' claims or causes of action against Defendants are barred under the doctrine
27 of laches.

28 ///

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 **(Independent, Intervening Conduct)**

3 Plaintiffs are barred from recovery in that any damage sustained by Plaintiffs was the
4 direct and proximate result of the independent, intervening, negligent and/or unlawful conduct of
5 independent third parties or their agents, and not any act or omission on the part of Defendants.

6 **NINTH AFFIRMATIVE DEFENSE**

7 **(Unjust Enrichment)**

8 Defendants allege, and without admitting any of the allegations contained in the
9 Complaint, that Plaintiffs will be unjustly enriched by an award of the amount claimed in the
10 Complaint.

11 **TENTH AFFIRMATIVE DEFENSE**

12 **(Doctrine of Estoppel)**

13 Defendants allege, and without admitting any of the allegations contained in the
14 Complaint, that Plaintiffs are estopped to recover from Defendants as a result of their own
15 conduct.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 **(Doctrine of Waiver)**

18 Defendants allege, and without admitting any of the allegations contained in the
19 Complaint, that Plaintiffs are barred from any recovery against Defendant as a result of the
20 doctrine of waiver.

21 **TWELFTH AFFIRMATIVE DEFENSE**

22 **(Consent)**

23 Defendants allege, and without admitting any of the allegations contained in the
24 Complaint, that Plaintiffs consented to and approved all alleged acts and omissions attributed to
25 Defendants. Therefore, Plaintiffs' claims or causes of action against Defendants are barred under
26 the doctrine of consent.

27 ///

28 ///

1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 **(Justification)**

3 Defendants deny that they committed any unlawful act or omission against Plaintiffs,
4 however, any action or omission they did take was justified under the circumstances.

5 **FOURTEENTH AFFIRMATIVE DEFENSE**

6 **(Statute of Limitations)**

7 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
8 Complaint, that the claims therein and each and every purported cause of action are barred due to
9 the statute of limitations, including, but not limited to, California Code of Civil Procedure
10 sections 339 and 335.1.

11 **FIFTEENTH AFFIRMATIVE DEFENSE**

12 **(No Punitive Damages)**

13 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
14 Complaint, that any award of punitive or exemplary damages as sought by Plaintiffs therein
15 would violate the due process and excessive fine clauses of the Fifth, Eighth, and Fourteenth
16 Amendments of the United States Constitution, as well as the Constitution of the State of
17 California.

18 **SIXTEENTH AFFIRMATIVE DEFENSE**

19 **(No Attorney Fees, Costs, or Pre- or Post-Judgment Interest)**

20 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
21 Complaint, that attorneys' fees, costs, and pre- and post-judgment interest are not recoverable by
22 Plaintiffs as a matter of law in this case.

23 **SEVENTEENTH AFFIRMATIVE DEFENSE**

24 **(Negligence)**

25 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
26 Complaint, that Plaintiffs were negligent or otherwise at fault and should be barred from recovery
27 of that portion of the damages (if any were suffered) directly attributable to their proportionate
28 share of the negligence or fault, pursuant to the doctrine of comparative negligence.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Misjoinder – C.C.P. § 430.10(d))

The Complaint contains a defect or misjoinder of parties.

NINETEENTH AFFIRMATIVE DEFENSE

(Parol Evidence)

Defendants allege, and without admitting any of the allegations contained in Plaintiffs' Complaint, that the claims therein and each and every purported cause of action are barred due to the Parol evidence rule.

TWENTIETH AFFIRMATIVE DEFENSE

(Speculative Damages)

Defendants allege, and without admitting any of the allegations contained in the Plaintiffs' Complaint, that Plaintiffs are seeking to recover lost profits or damages that are completely speculative in nature.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Assumption of Risk)

Defendants allege, and without admitting any of the allegations contained in the Plaintiffs' Complaint, that Plaintiffs knowingly and voluntarily assumed the risk of the conduct, events, and matters alleged in their Complaint, and the damages, if any, incurred by Plaintiffs, was the proximate result of the risks so assumed.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Failure to Exercise Ordinary Care)

Defendants allege, and without admitting any of the allegations contained in the Plaintiffs' Complaint, that Plaintiffs failed to exercise ordinary and reasonable care on their own behalf and such negligence and carelessness was a proximate cause of some portion, up to and including the whole of, their own alleged injuries and damages, if any, and Plaintiffs' recovery therefore should be barred or reduced according to law, up to and including the whole thereof.

///

///

1 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

2 **(Acts of Other Parties)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that if they are subjected to any liability herein, it will be due in whole, or in part, to
5 the acts and/or omissions of other parties unknown at this time, and any recovery obtained by
6 Defendants should be barred or reduced according to law, up to and including the whole thereof.

7 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

8 **(Exercise Ordinary Care)**

9 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
10 Complaint, that if they are subjected to any liability herein, it will be due in whole, or in part, to
11 the acts and/or omissions of other parties unknown at this time, and any recovery obtained by
12 Defendants should be barred or reduced according to law, up to and including the whole thereof.

13 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

14 **(Uncertainty)**

15 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
16 Complaint, that at all relevant times herein, Defendants exercised reasonable care and did not
17 know, and in the exercise of reasonable care could not have known, of the alleged acts or
18 allegations in connection with the conditions which are the subject of the Complaint.

19 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

20 **(Ripeness)**

21 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
22 Complaint, that Plaintiffs have not yet incurred damages or loss with respect to this action. Their
23 Complaint is therefore not ripe for adjudication.

24 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

25 **(Non-Existent Obligations)**

26 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
27 Complaint, that the Complaint contains non-existent obligations which were not contracted for
28 and no agreement exists.

1 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

2 **(Failure of Consideration)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that if any contracts, obligations or agreements as alleged in the Complaint have been
5 entered into, any duty of performance of Defendants is excused by reason of failure of
6 consideration, waiver, nonexistence of condition precedent, breach by Plaintiffs, impossibility of
7 performance, prevention by Plaintiffs, frustration of purpose and/or acceptance by Plaintiffs.

8 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

9 **(Setoff)**

10 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
11 Complaint, that to the extent Defendants are found liable under any cause of action alleged in the
12 Complaint, the award to Plaintiffs, if any, should be set off by the amount owed by Plaintiffs to
13 Defendants.

14 **THIRTIETH AFFIRMATIVE DEFENSE**

15 **(Improper Joinder)**

16 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
17 Complaint, that Plaintiffs are improperly joined to this action and should be severed accordingly.

18 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

19 **(Additional Affirmative Defenses)**

20 Defendants currently have insufficient information upon which to form a belief as to
21 whether they may have additional, as yet unstated, affirmative defenses available. Defendants
22 reserve their rights to assert additional defenses in the event discovery indicates additional
23 affirmative defenses are appropriate.

24 **PRAYER**

25
26 WHEREFORE, Defendants pray as follows:

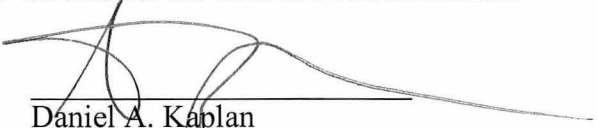
- 27 1. That Plaintiffs take nothing by virtue of this action;
28 2. For judgment to be entered against Plaintiffs and in favor of Defendants;

3. That Defendants be awarded their costs incurred in this action, and any other amounts recoverable under law; and
4. That this Court grant Defendants such other relief the Court may deem just and proper.

Dated: April 30, 2018

LAW OFFICES OF DANIEL A. KAPLAN

By:



Daniel A. Kaplan
Alexandra R. Byler
Attorneys for Defendants

PANAKOS LAW, APC

Aaron D. Sadock (SBN 282131)
555 West Beech Street, Suite 500
San Diego, California 92101
Telephone: (619) 800-0529
Facsimile: (866) 365-4856

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

04/30/2018 at 02:14:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

LAW OFFICES OF DANIEL A. KAPLAN

Daniel A. Kaplan (SBN 179517)
Alexandra R. Byler (SBN 294307)
555 West Beech Street, Suite 230
San Diego, California 92101
Telephone: (619) 685-3988
Facsimile: (619) 684-3239

Attorneys for Defendants

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

JANE DOE NOS. 1-14, inclusive,
individuals;

Plaintiffs,

v.

GIRLSDOPORN.COM, a business
organization, form unknown; MICHAEL J.
PRATT, an individual; ANDRE GARCIA,
an individual; MATTHEW WOLFE, an
individual; BLL MEDIA, INC., a California
corporation; BLL MEDIA HOLDINGS,
LLC, a Nevada limited liability company;
DOMI PUBLICATIONS, LLC, a Nevada
limited liability company; EG
PUBLICATIONS, INC., a California
corporation; MIM MEDIA, LLC, a
California limited liability company;
BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL
MEDIA LIMITED, a business organization,
form unknown; MERRO MEDIA, INC., a
California corporation; MERRO MEDIA
HOLDINGS, LLC, a Nevada limited liability
company; and ROES 1 - 500, inclusive,

Defendants.

LEAD CASE:

Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:

Case No. 37-2017-00043712-CU-FR-CTL

Case No. 37-2017-00033321-CU-FR-CTL

**DEFENDANTS' ANSWER TO
PLAINTIFFS' COMPLAINT FILED BY
JANE DOES NOS. 17 - 22**

Judge: Hon. Joel R. Wohlfeil

Dept.: C-73

Complaint Filed: November 8, 2017

Trial Date: March 8, 2019

[IMAGED FILE]

///

///

///

1 Defendants GIRLSDOPORN.COM, MICHAEL J. PRATT, ANDRE GARCIA,
2 MATTHEW WOLFE, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, EG
3 PUBLICATIONS, INC., M1M MEDIA, LLC, MERRO MEDIA, INC., and MERRO MEDIA
4 HOLDINGS, LLC (collectively, "Defendants") respectfully submit this Answer to the Complaint
5 filed by plaintiffs JANE DOE NOS. 17 - 22 (collectively, "Plaintiffs").

6 **GENERAL DENIAL**

7 Pursuant to the provisions of California Code of Civil Procedure section 431.30,
8 Defendants generally and specifically deny each and all of the allegations in Plaintiffs'
9 Complaint, including each and every purported cause of action contained therein. Defendants
10 further deny that Plaintiffs have or will sustain damages in the amounts alleged, or in any amount
11 whatsoever, by reason of any conduct of Defendants. Further, Defendants:

- 12 1. Deny that Plaintiffs are entitled to judgment against Defendants in any amount
13 whatsoever, and for any reason or manner as alleged;
14 2. Deny that Plaintiffs are entitled to any form of relief whatsoever; and
15 3. Deny that Plaintiffs are entitled to any award of attorneys' fees and costs incurred
16 as a result of these claims, or for any other reason.

17 **AFFIRMATIVE DEFENSES**

18 As to each and every cause of action stated against Defendants in the Complaint,
19 Defendants allege the following as separate and affirmative defenses.

20 **FIRST AFFIRMATIVE DEFENSE**

21 **(Failure to State a Claim)**

22 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
23 Complaint, that the Complaint fails to state a claim upon which relief can be granted.

24 **SECOND AFFIRMATIVE DEFENSE**

25 **(No Damages Suffered)**

26 Plaintiffs have not suffered any damage as a result of any actions or omissions of
27 Defendants.

28 ///

1 **THIRD AFFIRMATIVE DEFENSE**

2 **(Failure to Mitigate Damages)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that Plaintiffs failed, neglected, and refused to mitigate their alleged damages.

5 **FOURTH AFFIRMATIVE DEFENSE**

6 **(Unclean Hands)**

7 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
8 Complaint, that Plaintiffs' claims are barred, in whole or in part, because of their own unclean
9 hands.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 **(Proportion of Fault)**

12 Defendants allege, and without admitting any of the allegations contained in the
13 Complaint, that the damages alleged by Plaintiffs, if any, were a direct and proximate result of the
14 actions of parties other than these Defendants, and that the Defendants' liability, if any, is limited
15 in direct proportion to the percentage of fault directly attributable to them.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 **(*In Pari Delicto*)**

18 Defendants allege, and without admitting any of the allegations contained in Plaintiffs'
19 Complaint, that the claims therein and each and every purported cause of action are barred due to
20 Plaintiffs' own acts and courses of conduct which render it *in pari delicto*.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Laches)**

23 Defendants allege, and without admitting any of the allegations contained in the
24 Complaint, that Plaintiffs have delayed for an unreasonable period of time in asserting their
25 claims or causes of action against Defendants, which delays have prejudiced Defendants.
26 Therefore, Plaintiffs' claims or causes of action against Defendants are barred under the doctrine
27 of laches.

28 ///

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 **(Independent, Intervening Conduct)**

3 Plaintiffs are barred from recovery in that any damage sustained by Plaintiffs was the
4 direct and proximate result of the independent, intervening, negligent and/or unlawful conduct of
5 independent third parties or their agents, and not any act or omission on the part of Defendants.

6 **NINTH AFFIRMATIVE DEFENSE**

7 **(Unjust Enrichment)**

8 Defendants allege, and without admitting any of the allegations contained in the
9 Complaint, that Plaintiffs will be unjustly enriched by an award of the amount claimed in the
10 Complaint.

11 **TENTH AFFIRMATIVE DEFENSE**

12 **(Doctrine of Estoppel)**

13 Defendants allege, and without admitting any of the allegations contained in the
14 Complaint, that Plaintiffs are estopped to recover from Defendants as a result of their own
15 conduct.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 **(Doctrine of Waiver)**

18 Defendants allege, and without admitting any of the allegations contained in the
19 Complaint, that Plaintiffs are barred from any recovery against Defendant as a result of the
20 doctrine of waiver.

21 **TWELFTH AFFIRMATIVE DEFENSE**

22 **(Consent)**

23 Defendants allege, and without admitting any of the allegations contained in the
24 Complaint, that Plaintiffs consented to and approved all alleged acts and omissions attributed to
25 Defendants. Therefore, Plaintiffs' claims or causes of action against Defendants are barred under
26 the doctrine of consent.

27 ///

28 ///

THIRTEENTH AFFIRMATIVE DEFENSE

(Justification)

Defendants deny that they committed any unlawful act or omission against Plaintiffs, however, any action or omission they did take was justified under the circumstances.

FOURTEENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Defendants allege, and without admitting any of the allegations contained in Plaintiffs' Complaint, that the claims therein and each and every purported cause of action are barred due to the statute of limitations, including, but not limited to, California Code of Civil Procedure sections 339 and 335.1.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

Defendants allege, and without admitting any of the allegations contained in Plaintiffs' Complaint, that any award of punitive or exemplary damages as sought by Plaintiffs therein would violate the due process and excessive fine clauses of the Fifth, Eighth, and Fourteenth Amendments of the United States Constitution, as well as the Constitution of the State of California.

SIXTEENTH AFFIRMATIVE DEFENSE

(No Attorney Fees, Costs, or Pre- or Post-Judgment Interest)

Defendants allege, and without admitting any of the allegations contained in Plaintiffs' Complaint, that attorneys' fees, costs, and pre- and post-judgment interest are not recoverable by Plaintiffs as a matter of law in this case.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Negligence)

Defendants allege, and without admitting any of the allegations contained in Plaintiffs' Complaint, that Plaintiffs were negligent or otherwise at fault and should be barred from recovery of that portion of the damages (if any were suffered) directly attributable to their proportionate share of the negligence or fault, pursuant to the doctrine of comparative negligence.

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 (Misjoinder – C.C.P. § 430.10(d))

3 The Complaint contains a defect or misjoinder of parties.

4 **NINETEENTH AFFIRMATIVE DEFENSE**

5 (Parol Evidence)

6 Defendants allege, and without admitting any of the allegations contained in Plaintiffs’
7 Complaint, that the claims therein and each and every purported cause of action are barred due to
8 the Parol evidence rule.

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 (Speculative Damages)

11 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs’
12 Complaint, that Plaintiffs are seeking to recover lost profits or damages that are completely
13 speculative in nature.

14 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

15 (Assumption of Risk)

16 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs’
17 Complaint, that Plaintiffs knowingly and voluntarily assumed the risk of the conduct, events, and
18 matters alleged in their Complaint, and the damages, if any, incurred by Plaintiffs, was the
19 proximate result of the risks so assumed.

20 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

21 (Failure to Exercise Ordinary Care)

22 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs’
23 Complaint, that Plaintiffs failed to exercise ordinary and reasonable care on their own behalf and
24 such negligence and carelessness was a proximate cause of some portion, up to and including the
25 whole of, their own alleged injuries and damages, if any, and Plaintiffs’ recovery therefore should
26 be barred or reduced according to law, up to and including the whole thereof.

27 ///

28 ///

1 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

2 **(Acts of Other Parties)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that if they are subjected to any liability herein, it will be due in whole, or in part, to
5 the acts and/or omissions of other parties unknown at this time, and any recovery obtained by
6 Defendants should be barred or reduced according to law, up to and including the whole thereof.

7 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

8 **(Exercise Ordinary Care)**

9 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
10 Complaint, that if they are subjected to any liability herein, it will be due in whole, or in part, to
11 the acts and/or omissions of other parties unknown at this time, and any recovery obtained by
12 Defendants should be barred or reduced according to law, up to and including the whole thereof.

13 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

14 **(Uncertainty)**

15 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
16 Complaint, that at all relevant times herein, Defendants exercised reasonable care and did not
17 know, and in the exercise of reasonable care could not have known, of the alleged acts or
18 allegations in connection with the conditions which are the subject of the Complaint.

19 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

20 **(Ripeness)**

21 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
22 Complaint, that Plaintiffs have not yet incurred damages or loss with respect to this action. Their
23 Complaint is therefore not ripe for adjudication.

24 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

25 **(Non-Existent Obligations)**

26 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
27 Complaint, that the Complaint contains non-existent obligations which were not contracted for
28 and no agreement exists.

1 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

2 **(Failure of Consideration)**

3 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
4 Complaint, that if any contracts, obligations or agreements as alleged in the Complaint have been
5 entered into, any duty of performance of Defendants is excused by reason of failure of
6 consideration, waiver, nonexistence of condition precedent, breach by Plaintiffs, impossibility of
7 performance, prevention by Plaintiffs, frustration of purpose and/or acceptance by Plaintiffs.

8 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

9 **(Setoff)**

10 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
11 Complaint, that to the extent Defendants are found liable under any cause of action alleged in the
12 Complaint, the award to Plaintiffs, if any, should be set off by the amount owed by Plaintiffs to
13 Defendants.

14 **THIRTIETH AFFIRMATIVE DEFENSE**

15 **(Improper Joinder)**

16 Defendants allege, and without admitting any of the allegations contained in the Plaintiffs'
17 Complaint, that Plaintiffs are improperly joined to this action and should be severed accordingly.

18 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

19 **(Additional Affirmative Defenses)**

20 Defendants currently have insufficient information upon which to form a belief as to
21 whether they may have additional, as yet unstated, affirmative defenses available. Defendants
22 reserve their rights to assert additional defenses in the event discovery indicates additional
23 affirmative defenses are appropriate.

24 **PRAYER**

25
26 WHEREFORE, Defendants pray as follows:

- 27 1. That Plaintiffs take nothing by virtue of this action;
28 2. For judgment to be entered against Plaintiffs and in favor of Defendants;

- 1 3. That Defendants be awarded their costs incurred in this action, and any other amounts
2 recoverable under law; and
3 4. That this Court grant Defendants such other relief the Court may deem just and proper.
4

5 Dated: April 30, 2018

LAW OFFICES OF DANIEL A. KAPLAN

6 By: 
7

Daniel A. Kaplan
Alexandra R. Byler
Attorneys for Defendants
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28